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COMPENDIUM
OF
SAMPLE TRANSFER OF TECHNOLOGY CONTRACTS*

Organized and classified by
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* This document has not been edited.

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SUMMARY

UNIDO has collected a number of technology transfer contracts, which cover different industries and different types of contractual relations. These contracts, which were deprived of all confidential elements, have been brought together to form a compendium of contracts.

This report classifies each of the contracts contained in the compendium by the industry to which it relates, the subject of the contract, the type of contractual relations established by it, the language or languages in which it is available and the relevant ISIC and SITC classification numbers. As well as details of these classifications, the document also provides an analysis of the clauses contained in each contract. Altogether, details are given of 88 contracts in the field of technology transfer.

For each contract a summary page is given, which sets out the classifications mentioned above, and also gives details of the clauses contained in that contract. In addition, the report contains a detailed glossary of the terms used in the analysis, so as to facilitate a search for relevant items in the contracts. The document also contains indices of the contracts in the compendium by reference to the classifications already mentioned.

INTRODUCTION

Under the scope of its programme on Technology Acquisition UNIDO has developed an extensive work to stimulate flows of technology from developed to developing countries and, in this connection, special attention is devoted to assist parties in the negotiation of contracts relating to the transfer of technology.

Many requests received by UNIDO have shown the interest of negotiators in obtaining model forms or sample agreements for guidance in drafting their own contracts and in dealing with their counterparts.

UNIDO has already published valuable model forms of agreements, namely in the field of fertilizers and petrochemicals. The present compilation of sample contracts is intended to expand the range of materials available in order to cover, through contractual arrangements agreed upon in practice, the widest possible range of sectors, clauses and circumstances.

The sample contracts available in the compendium correspond to practical situations normally involving developing countries and provide illustrative cases and check-lists for the use of negotiators. However, no judgement on the contractual arrangements achieved or on the overall balance of the conditions agreed upon by the parties is made.

For using the material collected in the compendium a particular note of caution is made to recall that every negotiation is framed by a unique set of circumstances and specific interests of the parties. Hence no model form or sample agreement can be used without substantial redrafting and adaptation in order to reflect the specific interests of the parties.

The compendium of sample contracts is intended to be expanded as more documents become available to UNIDO, and the present publication will be updated from time to time accordingly. Of course, the sample contracts are deprived of all confidential elements or data that might identify the parties involved.

CLASSIFICATION IN THE UNIDO COMPENDIUM OF CONTRACTS

The present document contains the indices to the contracts in the compendium based on the industry and subject to which each contract relates and also to the type of contract. This document further contains title pages to each of the contracts, which indicate the various classifications of the contracts and the clauses contained in them. A brief explanation of the classifications is also given, as is a dictionary of the terms used in classifying the clauses contained in the contracts.

The contracts which form the UNIDO compendium are classified in a number of ways; by industry, subject, type of contract and language and also, when information is available, according to the international Standard Industrial Classification (ISIC) and the Standard International Trade Classification (SITC). This classification of each contract, together with a list of the clauses appearing in the contract, is given on the title page to the contract.

Numbers:

The first number to appear on the title page to each contract is the number of the contract within the compendium of contracts. The ISIC number is then given followed by the SITC number or, where appropriate, numbers.

Headings:

The heading "Industry" in the title page describes the area of activity in which the contract is intended to operate. The titles used under this heading are those for major groups of industries under the International Standard Industrial Classification (ISIC).

A simpler description of the subject matter of the contract is given under the heading "Subject". Here contracts are classified by the specific products mentioned as intended to be manufactured under the contract or purchased or promoted through it.

The heading "Type" in the title page to the contract refers to the nature of the legal rights being transferred or that of the services to be rendered under the contract. The heading indicates the class of rights being granted or services provided under the contract. The heading "Language" indicates in which language the contract is available.

Clauses:

After the various classifications have been given, the title page to each contract lists the clauses contained in the contract. The clauses are listed using headings which are the same for all the contracts. As these headings are not always able to indicate all that is contained in the clause in question it may be useful in considering the clause titles to consult the dictionary of terms used under the heading "Clauses" which appears below.

The industry to which the contract relates is not always evident from the contract itself. Accordingly, it is not always possible to provide all the classifications referred to above. Furthermore, contracts often have as their subject matter products which fall within a number of industries and trades. In such cases the industry within which the first mentioned product falls (or in the case of the SITC number, the first two products mentioned fall) is used in the classification of the contract. In some cases looking at the "Subject" of the contract may be an easier way of finding a relevant contract.

HOW TO USE THE COMPENDIUM

The compendium of sample contracts will primarily serve as a tool to provide advisory services to negotiators when they are confronted with particular needs and problems. The compendium as a whole is not intended to be made available to outside entities, but UNIDO will supply samples of individual clauses and eventually individual agreements as required to assist in specified circumstances.

In principle, complete agreements will only be released on a reciprocal basis. That means, the utilizers should also contribute to the expansion of the compendium, by providing samples of agreements related to their own experience.

Requests related to the utilization of the compendium should be addressed to:

Technology Policy, Acquisition and
Negotiation Unit
Industrial Technology Promotion Division
Department for Industrial Promotion,
Consultations and Technology
United Nations Industrial Development Organization
P. O. Box 300, A-1400 Vienna
Austria

INDEX OF CONTRACTS BY SUBJECT

Subject of contract	Contract number
Adhesives	33
Adhesives and other chemical products	20, 21 and 23
Ammonia works	28
Beer and soft drinks	13
Belt conveyor systems	55
Biscuits	37
Bottling equipment	71
Brewery	72
Carbon black	56
Cement	29
Cleaning preparations	36
Cocoa and chocolate	68
Computer hardware	43
Cosmetics	5
Cosmetics and pharmaceuticals	73
Cotton seed oil	61
Dairy and food products	66
Dairy products	2, 51 and 88
Dairy products and fruit juices	83 and 84
Diesel motors	57
Dry batteries	85 and 86
Engineering systems	54
Ethylene	59
Exploitation of mine	10 and 12

Flat glass	17
Food products	38 and 63
Glass containers	8 and 42
Heating elements	62
Industrial alcohol and brewers' yeast	78
Industrial loans	6 and 9
Machine tools	50
Maize milling	70
Malt	74
Meat products	80
Merchant bank	3
Oil and gas well drilling	53
Oils and fats	65
Ore beneficiating works	18 and 19
Ore dressing and non-ferrous metal production	4
Packing materials	69
Paints	47 and 48
Paints and varnishes	30 and 31
Palm oil	1, 75, 76 and 82
Peanuts and snack foods	34
Petroleum and other fuels	44
Pharmaceuticals	7, 15, 16, 39, 45 and 58
Plastics	22 and 46
Poultry farming	77
Printer's ink	52
Refuse containers	40

Seed oil	64
Sugar cane growing and processing	60, 79 and 87
Switchgear	32
Televisions	14
Tyres	24, 25 and 41
Urea	49
Vegetable and animal oils and fats	81

INDEX OF CONTRACTS BY INDUSTRY

Industry	Contract number
Agricultural and livestock production	60, 77, 79 and 87
Construction	53
Grain mill products	70
Malt liquors and malt	13, 72 and 74
Manufacture of bakery products	37
Manufacture of basic industrial chemicals except fertilizers	28, 49, 59 and 78
Manufacture of cement, lime and plaster	29
Manufacture of chemical products not elsewhere classified	20, 21, 23, 33, 52 and 56
Manufacture of cocoa, chocolate and sugar confectionery	34 and 68
Manufacture of dairy products	2, 51, 66, 83, 84 and 88
Manufacture of drugs and medicines	7, 15, 16, 39, 45 and 58
Manufacture of electrical apparatus and supplies not elsewhere classified	85 and 86
Manufacture of electrical appliances and housewares	62
Manufacture of electrical industrial machinery and apparatus	32
Manufacture of glass and glass products	8, 17 and 42
Manufacture of machinery and equipment except electrical not elsewhere classified	55
Manufacture of metal- and wood-working machinery	50
Manufacture of office, computing and accounting machinery	43

Manufacture of paints, varnishes and lacquers	**30, 31, 47 and 48**
Manufacture of radio, television and communication equipment and apparatus	14
Manufacture of soap and cleaning preparations, perfumes, cosmetics and other toilet preparations	5, 36 and 73
Manufacture of special industrial machinery and equipment except metal- and wood-working machinery	69
Manufacture of synthetic resins, plastic materials and man-made fibres except glass	22 and 46
Manufacture of vegetable and animal oils and fats	1, 61, 64 65, 75, 76, 81 and 82
Monetary institutions	3
Non-ferrous ore mining	4, 10, 12, 18 and 19
Other financial institutions	6 and 9
Petroleum refineries	44
Slaughtering, preparing and preserving meat	80
Tyre and tube indsustries	24, 25 and 41
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INDEX OF CONTRACTS BY TYPES

Type of contract	Contract number
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Consulting engineering (including mineral testing)	12
Consulting engineering and technical assistance	4
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Licensing (patented processes) and sale of goods	26
Licensing (patented processes) and technical assistance	17, 40 and 50
Licensing (factory extension) (patented processes) and technical assistance	49
Licensing (trademarks)	30, 35, 38, 58, 63 and 83
Licensing (trademarks) and technical assistance	5, 20, 32 and 65
Licensing (trademarks and patented processes)	31, 37 and 41
Licensing (trademarks and patented processes) and technical assistance	23, 48, 57, 62 and 73
Licensing (trademarks and unpatented processes)	7, 15, 27,11, 36, 45 and 88
Licensing (trademark and unpatented processes) and amending contracts	80
Licensing (trademark and unpatented processes) and technical assistance	33 and 64
Licensing (unpatented processes)	22 and 39
Licensing (unpatented processes) and technical assistance	21, 34, 42 52, 55, 56 and 84

Loan agreement	6 and 9
Maintenance	43
Management	1, 2, 3, 51 60, 66, 76 78 and 87
Management and technical assistance (with Government as purchaser/guarantor)	79
Management consulting (planning methods)	44
Sale of goods	19, 25, 46 and 47
Sale of goods and services	71, 72 and 85
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Technical assistance	29, 67, 77 and 82
Technical assistance and management	13 and 86
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Turn-key (new company to take over and expand works)	61

INDEX OF CONTRACTS BY INTERNATIONAL STANDARD INDUSTRIAL CLASSIFICATION NUMBERS

ISIC number	Contract number
1110	60, 77, 79 and 87
2302	4, 10, 12, 18 and 19
3111	80
3112	2, 51, 66, 83, 84 and 88
3115	1, 61, 64, 65, 75, 76, 81 and 82
3116	70
3117	37
3119	34 and 68
3133	13, 72 and 74
3511	28, 49, 59 and 78
3513	22 and 46
3521	30, 31, 47 and 48
3522	7, 15, 16, 39, 45 and 58
3523	5, 36 and 73
3529	20, 21, 23, 33, 52 and 56
3530	44
3551	24, 25 and 41
3620	8, 17 and 42
3692	29
3823	50
3824	69
3825	43
3829	55

3831	32
3832	14
3833	62
3839	85 and 86
5000	53
6100	71
8101	3
8102	6 and 9

INDEX OF CONTRACTS BY STANDARD INTERNATIONAL TRADE CLASSIFICATION NUMBERS

SITC number	Contract number
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023	2, 51 and 66
025	77
047	70
048	37 and 74
058	34, 83 and 84
061	60, 79, 87
072	68
073	68
111	13
112	13 and 72
273	29
287	4, 12, 18 and 19
334	44 and 59
335	59
341	28
411	65 and 81
423	61, 64, 65 and 81
424	1, 64, 75, 76 and 82
512	78
533	30, 31, 47, 48 and 52
541	7, 15, 16, 39, 45 and 58

553	**5, 36 and 73**
554	**36**
583	**22 and 46**
592	**20, 21, 23 and 33**
625	**24, 25 and 41**
664	**17**
665	**8, 42 and 71**
682	**10**
686	**10**
725	**69**
736	**50**
744	**55**
752	**43**
761	**14**
772	**32**
775	**62**
778	**85 and 86**

DEFINITION OF TERMS

Access to equipment Maintenance contracts may contain a clause specifying the extent to which the equipment to be maintained is to be made available to the supplier.

Access to site A contract for the construction of works may contain a clause defining the parties' rights to visit the place of construction. Other contracts may also contain a clause stipulating the right of the supplier/licensor to visit the works. (see also "Rights of supplier/licensor")

Accounting practices of company Joint venture contracts may specify what are to be the accounting systems of the joint venture company or may describe the sources for such accounting systems.

Accrued rights Where the parties have had contractual relations prior to a later contract between them, this later contract may contain a clause regulating the rights and obligations of the parties which came into existence prior to the later contract. (see also "Revocation of previous contract")

Additional funds for company A joint venture contract may specify the sources from which and the amount in which the joint venture company may obtain additional funds beyond the capital of the company. The contract may also define the joint venture members' obligations in this regard.

Additional services A contract may contain a clause describing the services which the supplier/licensor may render in addition to those provided for in the contract. The terms upon which such additional services are to be provided may also be specified.

Amendment of contract Some contracts contain a clause specifying the extent to which and the method whereby the terms of the contract, or services to be rendered under it, may be altered by the parties.

Amount of repayments Loan agreements usually contain a clause providing for the periodic repayment of the loan by instalments. This clause may also specify the amount of interest to be paid with each loan repayment.

Appendix Where an Appendix or Appendices are specifically referred to in the contract in a seperate clause, then a heading specifying this is included. (See also "Definition of contract")

Applicable law This phrase refers to the national law specified in the contract by the parties as intended to regulate their contractual rights and obligations.

Appointment of representative The parties sometimes include a clause in their contract specifying the persons who are to be regarded as their authorized representatives in dealings between the parties. In some cases only one party may do so.

Articles of association of company This clause in a joint venture contract defines what are to be the articles of association of the joint venture company.

Assignment This phrase refers to the clause which permits or forbids one or both parties from transeferring their rights under the contract. The clause may specify the conditions upon which such a trasfer will be permitted.

Capital of company This clause in a joint venture contract defines what the initial capital of the joint venture company is to be and may describe the portions in which it is to be provided by the joint venture members. (See also "Increase in capital of company")

Commission Loan or agency agreements frequently contain a clause requiring the borrower or supplier to pay a fee for the loan, in the case of a loan agreement, or for goods sold by the agent, in the case of an agency agreement.

Committee of engineers A contract for the construction of works may require engineering questions to be co-ordinated and discussed by a committee made up of the parties' engineers.

Company becoming public This clause in a joint venture contract defines the circumstances and conditions under which the joint venture company may become a public company.

Completion of erection A contract for the construction of works or for the supply of equipment may include a clause requiring the parties to sign a document indicating that the construction or installation of the equipment has been completed.

Consequences of change of applicable law Contracts occasionally provide what the effect on the parties' contractual obligations are to be, should there be a material change in the applicable law.

Consequences of failure to form A joint venture contract may stipulate what is to occur if the planned joint venture company is not formed.

Co-operation A contract may specify how and on what matters the parties are to work together.

Default This clause describes the failures in fulfilment of the parties' respective obligations which are sufficient to bring the contract to a premature end. (See also "Delay in completion or performance" and "Termination")

Definition of contract Many contracts contain a clause setting out what documents or parts of documents constitute the contract, e.g.the Appendices to the contract. This clause may also state what part of the contract or what version of the contract is to take precedence over another.

Definitions Many contracts contain a clause which defines one or a number of different phrases or descriptions which appear frequently in the contract or are in need of specific interpretation.

Delay in completion or performance A contract may contain a clause providing what are to be the consequences of a suspension of performance or temporary failure in completion of the contract by the supplier/licensor. The usual remedy provided is for the payment of liquidated damages. Another remedy may be for the purchaser/licensee to complete the obligations of the supplier/licensor at the cost of the latter. (See also "Default" and "Purchaser to carry out repairs")

Delivery This clause contains details of the manner in which the supplier/licensor is to hand over the goods (including raw materials and spare parts) being supplied to the purchaser/licensee. Such a clause may deal with shipment, place of delivery or similar issues.

Denial of agency A contract may contain a clause stating that the parties are neither agents of each other, nor do not enjoy a similar type of relationship . This heading includes clauses which describe the supplier/licensor as 'an independent contractor'.

Discontinued products This clause contained in a licensing contract describes what is to happen to the licensee's stocks of products which the licensor decides are no longer to be sold by the licensee.

Dividends A joint venture contract may specify the way in which dividends are to be calculated and the manner in which they are to be paid.

Documents necessary for first withdrawl A loan agreement may require the borrower to fulfil certain conditions and provide certain documents before allowing a withdrawl of the loan funds.

Documents to be supplied One or other party may be required by the contract to furnish certain documents or written information to the other. For example, the supplier/ licensor may have to provide documents to the purchaser/licensee explaining the functioning of equipment supplied. Similarily, the purchaser/licensee may have to supply certain reports to the supplier/licensor to enable the latter to determine what services are to be supplied to the purchaser/licensee. In this context the word 'documents' includes statements of account, records, reports etc., including those related to the payment of royalties.

Duration This clause deals with the legnth of time for which the contract is to run. The manner in which the contract may be renewed for a further period is sometimes also considered under this heading. (See also "Extension of contract")

Duties and taxes This clause settles the parties' responsibilities with regard to the payment of duties and taxes resulting from the contract or on the fulfilment of obligations under it. The clause may also stipulate the effect, if any, which the duties and taxes are to have on the price.

Early repayments A loan agreement may contain a clause specifying the consequences of an early repayment of the loan, e.g. the lump sum amount to be paid as interest on the loan.

Entry into force This clause defines the point at which the contract is to be considered binding on the parties. In some cases the clause lists conditions to be fulfiled before the contract is to be considered in force. This clause may refer only to the 'effective date' of the contract, the role of which date is usually defined in the contract.

Exchange of information This clause, usually contained in a licensing contract, requires the parties to give each other any useful information they may have regarding the preparation or use of the products manufactured or sold in consequence of the contract.

Exclusion of intermediaries This clause heading describes the parties' agreement not to allow third parties as negotiators between them and may also provide that no payment will or has been made to any such third party to facilitate the contract.

Expenses The reimbursable costs which the supplier/licensor is to be repaid or the costs which are to be paid by the purchaser/licensee directly over and above the price are dealt with in this clause. Frequently, however, the "Scope of services" or "Price" clauses contain in them an element of "Expenses". Accordingly, only where these are considered as a separate item in the contract does this clause appear individually. (See also "Scope of services" and "Price")

Expenses of formation This clause in a joint venture contract specifies which party is to bear the costs of formation of the joint venture company.

Extension of contract Such a clause regulates the manner and circumstances in which the contract may be extended beyond its original stated duration.

Final acceptance Contracts for the construction of works or supply of goods may provide that the purchaser will issue a certificate stating final acceptance of the services or goods supplied after a certain period, usually at the end of the guarantee period. (See also "Provisional acceptance")

Force majeure Contracts usually contain a clause stipulating that one or both parties are not liable for their failure to perform their obligations, whether completely or temporarily, if that failure is due to causes altogether outside the control of the defaulting party such as war, acts of God etc.. This clause usually provides for the suspension or termination of the contract. (See also "Suspension" and "Termination")

Formation of new company A joint venture or other contract may contain a clause dealing with the establishment of a new company. This clause may be detailed or may merely declare the intention of forming such a company.

Further assurances This clause contains the parties' promise to do any further acts, e.g. the execution of further documents, necessary to give effect to the contract.

Grant of licence This is the operative clause which gives the licensee the right to use the patents and/or trademarks of the licensor. The clause may define the limits of the licence granted, including the territory in which it may be used and the scope of the licence, whether it is to be exclusive or not. Where these issues are dealt with in separate clauses, they appear under different headings (see "Territory" and "Scope of licence or rights granted").

Guarantee This clause describes the responsibility of the supplier/licensor with regard to promises made concerning the quality and performance of the services or goods supplied. The limits of that responsibility may be detailed under this heading. The supplier/licensor's liability as to the replacement of goods or renewal of services which do not match the description given in the contract are also specified here.

Guarantee period The time during which the supplier/licensor is liable to replace or renew defective goods or services is specified in this clause.

Implied terms This heading refers to the clause which occasionally appears in a contract importing to the contract terms or conditions contained in another document.

Improvements Licensing contracts frequently contain a clause defining the parties' rights with regard to any developments they or the other party may make in the licensed products. For instance, licensing contracts frequently give the licensee first option to obtain a licence in improvements developed by the licensor. The expression 'improvements' may include new inventions as well as developments of existing ones.

Increase in capital of company This clause in a joint venture contract defines the manner and circumstances in which the joint venture company's capital may be increased. (See also "Capital of company")

Information to be supplied This heading covers information to be furnished by one party to the other. For example, the supplier/licensor may be required by the contract to provide technical information to the purchaser/licensee while the purchaser/licensee may be required to provide information as to its sales of products manufactured under the contract to the supplier/licensor.

Inspection and tests of equipment Where a contract provides for the supply of equipment by the supplier it may contain a clause entitling the purchaser to inspect and be present at tests of the equipment prior to or on its delivery.

Insurance This clause describes the obligations of one or both parties for insurance policies they are to maintain in connection with one or more of their obligations under the contract.

Interest on delayed repayments Loan agreements usually provide for the payment of additional interest, beyond the interest on the loan, if the borrower is in delay in its repayment of the loan or an instalment of such repayment.

Interest on loan Where money is borrowed under a loan agreement the contract will contain a clause specifying the rate of interest payable on the loan and may also detail when and how this interest is to be paid.

Invalidity of clause Some contracts contain a clause stating that if one clause in the contract is found to be invalid that this is not to render any other part of the contract invalid.

Joint venture members to remain shareholders in company Where a joint venture contract follows on an earlier contract, the second contract may provide for the continuing participation of the joint venture members in the joint venture company.

Language This clause specifies the language of the contract and that to be used in communications between the parties.(See also "Definition of contract")

Legal opinion Occasionally a contract will require one or both parties to produce a legal opinion or other evidence of their capacity to enter the contract.

Letters of credit A contract may require the purchaser to obtain an irrevocable letter or letters of credit from a reputable bank in a specified amount so as to demonstrate the purchaser's ability to pay the purchase price.

Liability of guarantor Where there is a guarantor of the performance by one or other party of its obligations under the contract, the contract may define the responsibilites of the guarantor.

Liability of purchaser/licensee This clause describes the consequences arising from the contract for which the purchaser/licensee is responsible. This responsibility may include an indemnity of the supplier/licensor but this aspect of liability is usually dealt with in a separate clause (see "Third party indemnity"). This clause may include a requirement that the purchaser/licensee act in conformity with the law.

Liability of supplier/licensor This heading describes a wide range of matters falling within the responsibility of the supplier/licensor such as the liability for damage caused by the latter's employees, for mistakes in the information provided by the supplier/licensor under the contract or the responsibility of the supplier/licensor for the fulfilment of the guarantee.

Liability of parties Such a clause describes both the parties' responsibilities. (See also "Liability of purchaser/licensee" and "Liability of supplier/licensor")

Licensee's stock control A licensee may be required by the licensing contract to ensure that certain stocks of the licensed products are maintained.

Licensor's rights This clause in a licensing contract deals largely with the entitlements of the licensor in ensuring performance of the licensee's obligations. For example, this clause may permit the licensor to inspect the books of the licensee so as to check that the correct royalties are being paid.

Licensor to purchase products manufactured by licensee A licensing contract may require the licensor to purchase a certain quantity of products manufactured by the licensee under the contract.

Limitation of damages Some contracts contain a clause limiting the total financial liability of the supplier/licensor or, occasionally, that of both parties, arising as a result of a breach of contract or other liability under the contract.

Limitation of trade in similar products This clause may require a party not to manufacture or sell products other than those manufactured or sold by virtue of the contract. The limitation may be made to extend to all products or may apply only to products of the same kind as those manufactured or sold under the contract.

Limitation of supplier/licensor's liability This clause details the matters for which the supplier/licnesor is not responsible. This clause may include a description of the consequences of performance or of failure of performance for which the supplier/licensor is not liable.

Management of company A joint venture contract may set out details of the composition of the board of directors of the joint venture company and may, further, detail the manner in which the company is to be managed.

Marketing This clause in a licensing contract deals with one or both parties' obligations in respect of the advertising for sale and promotion of the products manufactured under the contract. The clause may deal with the supply of advertising material. Furthermore, under this heading the licensee may be required to use the licenced trademark or specific advertising material.

Markings to be used Licensing contracts, particularily contracts granting a trademark licence, often specify how the products manufactured or sold under the contract are to be labelled. This clause sometimes deals also with the circumstances in which the licensee is not allowed to use the markings.

Maximum price Occasionally a contract will specify what is to be the maximum paid by a purchaser/licensee for the goods delivered, services rendered or licence granted. Such a clause is of particular significance when the price is not an absolute one agreed at the outset but rather one which accrues from time to time.

Memorandum of association of company This clause in a joint venture contract specifies the memorandum of association of the joint venture company. (See also "Articles of association of company" and "Name and charter of company")

Name and charter of company A joint venture contract may set out the name of the joint venture company and may specify what are to be the rules governing the company (charter, articles of association and memorandum of association). (See also "Articles of association of company" and "Memorandum of association of company")

Notices This clause may not only detail the way in which communications between the parties are normally to pass (type of postal delivery, language etc.) but may also, or only, set out the addresses of the parties for the purposes of communications under the contract. (See also "Language")

Object of joint venture company A joint venture contract usually sets out the purposes for which the joint venture company is being formed, it defines the company's anticipated activities.

Obligations of company This clause in a joint venture contract specifies the duties of the company, usually to enter one or a number of contracts with one or more of the joint venture members.

Obligations of parties Such a clause defines the parties' responsibilities. (See "Obligations of purchaser/licensee" and "Obligations of supplier/licensor")

Obligations of purchaser/licensee This phrase is a very general description of the duties imposed on the purchaser/licensee by the contract (over and above payment of the price). It includes the services which the purchaser/licensee may have to provide to the supplier/licensor to enable the latter to carry out its obligations under the contract and may run from obtaining import licences to providing accomodation for the supplier/licensor's employees.

Obligations of supplier/licensor This phrase describles the particular duties of the supplier/licensor which are more specific or are ancillary to those under "Scope of services". The supplier/licensor's obligations include such matters as the supply of information, the arrangement of seminars and the requirement that the supplier/licensor's employees comply with the laws of the purchaser/licensee's country. (See also "Scope of services")

Option for licensor to subscribe in licensee A licensing contract may provide for the possible subscription in the licensee by a financial contribution of the licensor in the capital of the licensee.

Option to purchase trademark A contract licensing the use of a trademark may set out the circumstances in which the licensee may be entitled to purchase the trademark outright.

Orders A contract for the sale of goods may contain a clause detailing how orders for goods are to be placed and other matters incidental to the ordering of goods.

Ownership of documents Some contracts contain a clause specifying the ownership of copyright in documents passing between the parties in the performance of the contract.

Packing This clause specifies the manner in which goods which are to be delivered under the contract are to be packed. The clause may also provide who is to own the packing materials used.

Payment This heading includes a large number of elements, amongst others, when and where payment of the price is to be made, what are to be the consequences of non-payment (interest) and the currency to be used.

Performance bond A contract may contain a clause requiring the supplier/licensor to furnish a bond or guarantee, to be valid for a certain duration and issued by a reputable bank or other institution, providing for the payment of a certain sum should the supplier/licensor default in performance of the contract.

Performance guarantee This guarantee is the promise of the supplier as to the capacity of the works constructed or goods supplied (including equipment). The promised parameters are usually set in terms of output from the works or goods. (See also

"Performance tests")

Performance tests This heading refers to the tests of work constructed or goods supplied under the contract carried out to check that the works or goods meet the performance parameters guaranteed in the contract. (See also "Performance guarantee")

Place of performance This clause defines where the services to be supplied under the contract are to be carried out.

Price Most of the elements of the price to be paid (lump sums, royalties etc.) for the goods, services or licence are included under this heading. When elements of the costs, reimbursable or payable by the purchaser/licensee, are not dealt with under a separate clause or under "Scope of services" then they are included here. (See also "Expenses")

Price revision This clause specifies the circumstances in which the contract price may be changed and provides a formula to enable a calculation of the price change. The circumstances giving rise to the revision may be specified or a price revision due to changes in external circumstances (change in the law) may be envisaged.

Priority of loan A loan agreement may contain a clause defining the prioity for repayment of the loan with respect to other debts of the borrower should the latter have insufficient assets to repay all its debts.

Procurement services A contract may require the supplier/licensor to give the purchaser/licensee assistance or advice to enable the latter to obtain a supply of suitable goods, whether from the supplier/licensor or directly from third parties.

Production facilities of the company A joint venture contract may regulate the construction and use of the joint venture company's manufacturing facilities.

Protection of licensor's ownership of trademark (or other industrial property) Licensing contracts, particularily contracts granting a trademark licence, may contain a clause stating the licensee's recognition of the licensor's rights of ownership or making other statements designed to protect the licensor's rights.

Provisional acceptance Contracts for the construction of works or supply of goods may contain a clause specifying that on the fulfilment of certain conditions (inspection, tests etc.) the purchaser will be deemed to have accepted the goods or construction. Provisional acceptance is usually followed by a guarantee period and then by final acceptance.

Purchaser/licensee's right to use information Such a clause defines the extent to which the purchaser/licensee may use information obtained in the performance of the contract.

Purchaser to carry out repairs A contract may give the purchaser the remedy of carrying out repairs to defective goods supplied at the cost of the supplier in the event that the supplier does not fulfil its guarantee obligations.

Quality control Licensing contracts, particularily ones in which the use of trademarks is granted, often contain a provision requiring the licensee to maintain certain standards of quality in the goods manufactured or sold under the contract. Such a clause may also detail how the licensor is to be facilitated in checking such quality is maintained (e.g. the licensee may be required to provide samples).

Recitals The preamble to the contract may consist of recitals describing the buisness background of the parties, explaining the reasons for the agreement and the purposes and objectives of the contract.

Reduction in shareholding This clause in a joint venture contract defines the circumstances and conditions under which joint venture members may reduce their shareholding in the joint venture company.

Registration of contract This clause describes any registration of the contract which may already have occurred or which is required to take place. The phrase also describes any permits in respect of the contract which may have been obtained or which ought to be obtained.

Representations A contract may contain a clause which sets out one or both of the parties' qualifications. The clause may contain statements as to the parties' capacity to enter the contract.

Revocation of previous contract Where a contract follows upon another between the parties, the second contract may contain a clause putting an end to the previous contract and all obligations arising under it. (See also "Accrued rights")

Right of first refusal to purchase shares A joint venture contract may give the joint venture members the option to buy the shares of any joint venture member desiring to sell shares before these are offered to third parties.

Rights granted This clause appears in licensing contracts and describes what the contract entitles the licensee to do beyond the specific licences granted to use patents or trademarks, if such are granted in the contract. In the case of licensing contracts for unpatented processes, this clause constitutes the licence.

Rights of purchaser/licensee The rights and powers which are to accrue to the purchaser/licensee in consequence of the contract but subsidiary to its main purpose are described here.

Rights of supplier/licensor This clause gives the supplier/licensor authority to do certain acts, usually designed to enable the supplier/licensor to ensure compliance with the contract by the purchaser/licensee. The clause may also specify what is not granted by the contract, in other words, it may describe rights retained by the supplier/licensor which might otherwise be thought to have been granted to the purchaser/licensee.

Rights of parties This clause indicates that the parties are entitled to enforce remedies against each other for breach of contract over and above those remedies specifically provided for in the contract.

Scope of licence or of rights granted This clause defines the extent of the licence or of the rights acquired by the purchaser/licensee, e.g. whether the supplier/licensor has the right to grant to others licences or rights in the same industrial property as it has granted a licence or rights to the purchaser/licensee. The clause may also describe what is not granted.

Scope of services This is a heading which covers a wide number of subjects, from services in erecting equipment to management services. In essence, the work to be carried out be the supplier/licensor is described in this clause.

Secrecy Most licensing and technical assistance contracts, and some other types of contracts, contain a clause binding on one or both parties requiring them not to disclose information of a confidential nature which they may acquire in the performance of the contract.

Service requests A maintenance contract may contain a clause detailing the manner in which the purchaser is to make requests for the provision of the service.

Settlement of disputes Many contracts provide for arbitration rather than judicial proceedings as the forum for ultimately settling disputes which arise under the contract. The clause providing for arbitration may set out details of how the arbitration is to be organized. This clause may also provide for other means for the parties to solve their differences such as conciliation or the intervention of an independent expert.

Share subscription This clause in a joint venture contract specifies the level of subscription in the joint venture company of each joint venture member and may also indicate how the members are to pay their subscriptions.

Staff to be employed This clause specifies from what source one or both parties are to recruit staff.

Standards The standards to be employed in the fulfilment of the supplier/licensor's obligations under the contract are described in this clause.

Sub-contracting This clause describes the extent to which one or both the parties are entitled to depute performance of their obligations to another party. The liability for performance of its obligations by the party deputing may also be described.

Sub-licences Licensing contracts may contain a clause specifying the licensee's right or prohibition from granting a third party a licence in the same subject matter as is licensed in the contract. Where the right to grant sub-licences is given, the conditions for the exercise of the right may also be detailed.

Substantive transaction Some contracts set out in an initial clause what the basic agreement between the parties is, i.e. that the supplier/licensor is to provide goods or services or grant a licence in consideration of the payment of the purchase price.

Successors bound by contract A contract may provide that a successor to either party will be bound by the terms of the contract.

Supplier/licensor deemed full cognisant A contract may contain a clause stipulating that the supplier/licensor is fully aware of the requirements of the purchaser/licensee and/or that the supplier/licensor knows the purchaser's local conditions.

Supply of goods This clause regulates either or both parties' obligations with regard to the supply of goods. Thus the clause may require the supplier to provide certain goods to the purchaser or, conversely, may require the purchaser to buy goods from the supplier.

Supply of know-how A licensing or technical assistance contract may contain a clause stipulating that the supplier/licensor is to provide the purchaser/licensee with know-how for the manufacture of certain products or for the use of certain processes. The phrase 'know-how' has quite a wide meaning in this context.

Supply of raw materials A licensing or other contract may require the supplier/licensor to provide the purchaser/licensee with raw materials to enable the purchaser/licensee to manufacture the licensed or other products.

Supply of spare parts A contract which requires the supplier/licensee to supply goods to the purchaser/licensee may also require the supplier/licensor to make spare parts for the goods supplied available to the purchaser/licensee. The legnth of time for which the supplier/licensor is to fulfil this obligation may also be specified.

Suspension of services A clause with this heading describes the circumstances in which the supplier/licensor may temporarily cease the performance of its obligations and the consequences of such suspension. Suspension may result from force majeure (see "Force majeure").

Termination This phrase not only describes the circumstances in which the contract may be brought to a premature end (see also "Default") but also the consequences of such an ending of the contract; what is to be the effect of the termination on the rights and obligations of the parties.

Terms of withdrawl of funds A loan agreement may specify the time within which the borrower may withdraw the loan funds or may set other conditions to the withdrawl of the loan (e.g. the giving of notice of withdrawl).

Territory Licensing contracts usually contain a clause specifying the country or region in which the licensee may manufacture the licensed products or where it may sell them. Sometimes this limitation will be contained in the "Grant of licence" or the "Rights granted" clauses and is not dealt with separately. This clause may also be used to state that there is no limit on where the licensee may manufacture or sell the products.

Tests This clause refers to the tests to be carried out on the works constructed or equipment supplied to ensure that all the services and goods to be supplied have been so supplied. Usually these tests are a condition of payment.

Timetable for completion or performance A contract may contain a clause detailing the times within which certain obligations under the contract are to be performed or completed by the supplier/licensor.

Third party bound by contract A joint venture contract may provide that any party becoming a shareholder in the joint venture company will be bound by the terms of the joint venture contract.

Third party claims This clause defines the parties' obligations towards each other in the event of a third party infringing some right or claiming some entitlement in the subject matter of the contract.

Third party indemnity This phrase refers to the promises given by one party to the contract to the other to save the other party harmless from any claim by a third party to be injured by some element of performance of the contract.

Transfer of ownership Such a clause describes the circumstances in which and the time when the supplier/licensor is to hand over the constructed works, the erected equipment or documentation relating to such works, equipment or to a licence granted.

Transfer of shares This clause in a joint venture contract regulates the manner of and conditions necessary for the transfer

of shares in the joint venture company.

Under-estimate of price **Some contracts contain, not a definate price, but an estimate of what the price will be found to be when the contractual obligations are completed. Where such an estimated price is given, the contract may contain a clause specifying the conditions upon which the price may be allowed to exceed the estimate.**

Variations This clause specifies whether or not the purchaser/licensee can ask for changes to be made in goods to be delivered or services to be rendered and describes the consequences of such changes.

Waiver Many contracts contain a clause stipulating that any forebearance by one party in the face of a delay or default of the other is not to mean that the forebearing party will not be entitled to seek a remedy to that defaulted or delayed obligation.

Warranty This clause contains an assurance or material representation that the supplier/licensor will carry out its obligations in a particular way, that the goods and services will contain certain qualities or that the supplier/licensor itself has certain qualities. This clause may also refer to the standards to be employed and the levels of service which are promised. The purchaser/licensee may also give a warranty about how it will use the goods, services or the licence granted.

Working hours A contract for the provision of services may contain a clause specifying the times during which the services will be provided.

No. 1

ISIC 3115 **SITC** 424

Industry Manufacture of vegetable and animal oils and fats

Subject Palm oil

Type Management

Language English

Clauses

	Recitals
1.	Scope of services
2.	Scope of services (management, including supply of goods, supervision of construction, marketing and training)
3.01-.03	Price
.04	Expenses
.05	Payment
4.01	Warranty
.02	Third party indemnity
5.	Duration
6.01	Notices
.02	Settlement of disputes
7.	Force majeure
8.01	Assignment
.02	Sub-contracting

No. 2

ISIC 3112 **SITC** 022,023

Industry Manufacture of dairy products

Subject Dairy products

Type Management

Language English

Clauses

Recitals
1.01 Scope of services (including management and training)
.02-.05 Scope of services (provision of staff)
2.01 Obligations of supplier
.02 Expenses
.03-.04 Price
.05 Payment (interest)
3.01-.03 Obligations of purchaser
.04 Limitation of supplier's liability
.05-.10 Obligations of purchaser
4. Settlement of disputes
5.01 Duration
.02 Default and termination
.03 Force majeure
6.01 Documents to be supplied by supplier
.02 Obligations of supplier (compliance with law)
.03 Assignment
.04 Sub-contracting
.05 Notices
.06 Amendment of contract

No. I

ISIC 8101 **SITC**

Industry Monetary institutions

Subject Merchant bank

Type Management

Language English

Clauses

	Recitals
1.	Definitions
2.	Substantive transaction
3.	Scope of services (provision of staff)
4.	Scope of services (training)
5.01	Obligations of purchaser
.02-.09	Obligations of supplier
6.	Purchaser's right to use information
7.	Price (including expenses)
8.	Representations
9.	Definition and amendment of contract
10.	Force majeure
11.	Duration
12.	Default and termination
13.	Assignment
14.01	Applicable law
.02	Invalidity of clause
.03	Waiver
.04	Notices
.05-.06	Settlement of disputes
15.01	Secrecy
.02	Third party indemnity
.03	Documents to be supplied by supplier
16.	Warranty
17.	Appendix

No. 4

ISIC 2302 **SITC** 287

Industry Non-ferrous ore mining

Subject Ore dressing and non-ferrous metal production

Type Consulting engineering and technical assistance

Language English

Clauses

1.	Substantive transaction
2.01	Duration
.02	Appointment of representative
.03	Obligations of supplier (provision of staff)
.04	Documents to be supplied by supplier
.05	Force majeure
3.	Variations
4.01	Price
.02	Expenses
.03	Maximum price
5.	Payment
6.	Obligations of purchaser
7.	Appointment of representatives
8.	Ownership of documents
9.01	Warranty
.02	Limitation of damages
.03	Limitation of supplier's liability
10.01	Language
.02	Notices
11.01	Force majeure
.02-.03	Termination
12.	Applicable law

No. 5

ISIC 3523 **SITC** 553

Industry Manufacture of soap and cleaning preparations, perfumes, cosmetics and other toilet preparations

Subject Cosmetics

Type Licensing (trademarks) and technical assistance

Language English

Clauses

	Recitals
1.01-.03	Rights granted (manufacture and sell)
.04	Territory
.05	Limitation of licensor's liability and liability of licensee
2.01	Obligations of licensee (manufacture)
.02	Entry into force
.03-.04	Obligations of licensee
3.	Quality control and obligations of licensee (provide samples)
4.	Scope of services (technical assistance including provision of staff)
5.	Supply of goods by licensor
6.	Licensee's stock control
7.	Limitation of licensee's trade in similar products
8.01-.02	Price
.03	Rights of licensor (inspection)
.04	Payment
9.	Obligations of licensee (marketing)
10.	Obligations of licensee (marketing)
11.01	Grant of licence (trademarks)
.02	Protection of licensor's ownership of trademarks
.03-.04	Markings to be used
.05-.06	Third party claims
12.	Insurance
13.	Discontinued products
14	Duration
15.	Default and termination
16.01	Waiver
.02	Amendment of contract
.03	Applicable law and invalidity of clause
.04	Force majeure
.05	Notices
.06	Assignment

No. 6

ISIC 8102 SITC

Industry	Other financial institutions
Subject	Industrial loans
Type	Loan agreement
Language	French

Clauses
1. Substantive transaction and duration
2. Terms of withdrawl of funds
3.01 Interest on loan
.02 Interest on delayed repayments
4. Amount of repayments and early repayment
5. Payments
6. Documents necessary for first withdrawl
7. Representations and obligations of borrower
8. Duties and taxes
9. Default and termination
10. Documents to be supplied by borrower
11. Consequences of change of applicable law
12. Force majeure
13. Commission
14. Legal opinion
15. Notices
16. Duties and taxes
17. Applicable law and settlement of disputes
18. Invalidity of clause

No. 7

ISIC 3522 **SITC** 541

Industry	Manufacture of drugs and medicines
Subject	Pharmaceuticals
Type	Licensing (trademark and unpatented processes)
Language	French

Clauses

Recitals
1. Grant of licence (trademark) and rights granted (to manufacture and exploit)
2. Territory
3. Obligations of licensee (register,exploit and market)
4. Limitation of licensee's trade in similar products
5. Entry into force, duration, default and termination
6. Supply of goods including by licensor
7. Price and payment
8. Obligations of licensee (trademark)
9. Markings to be used
10. Exchange of information
11. Documents to be supplied by licensee
12. Obligations of licensee
13. Third party claims
14. Secrecy
15. Protection of licensor's ownership of trademark and other industrial property
16. Force majeure
17. Definition of contract
18. Amendment of contract and notices
19. Settlement of disputes
20. Assignment
21. Applicable law

No. 8

ISIC 3620 **SITC** 665

Industry Manufacture of glass and glass products

Subject Glass containers

Type Turn-key

Language English

Clauses

	Recitals
1.	Definitions
2.01-.02	Scope of services (including supply of goods, of know-how, engineering, erection, start-up and technical assistance including training)
.03	Obligations of purchaser (including supply of certain services)
3.	Price
4.	Price revision
5.01-.03	Payment
.04	Letters of credit
.05	Price revision
.06	Payment (interest)
6.	Entry into force
7.	Timetable for completion
8.	Inspection and tests of equipment
9.	Scope of services and obligations of purchaser
10.	Tests
11.	Warranty and guarantee
12.	Performance guarantee and performance tests
13.	Provisional acceptance
14.	Final acceptance
15.	Supply of spare parts by supplier
16.	Liability of supplier
17.01-.03	Insurance
.04-.07	Third party indemnity and claims
18.	Delay in performance (including liquidated damages)
19.	Force majeure
20.	Access to site
21.	Third party indemnity

22. Consequences of change of applicable law (expenses)
23. Documents to be supplied by supplier (including timetable for performance)
24. Default and termination
25. Performance bond
26.01-02 Assignment
.03 Sub-contracting
27. Variations
28. Duties and taxes
29. Settlement of disputes
30. Applicable law
31. Language
32. Implied terms

No. 9

ISIC 8102 **SITC**

Industry Other financial institutions

Subject Industrial loans

Type Loan agreement

Language English

Clauses

Recitals
1. Definitions and implied terms
2. Subrtantive transaction (including terms for withdrawl, interest, repayments and commission)
3. Borrower's obligations (carry out financed project)
4.01 Priority of loan
.02 Documents to be supplidd by borrower
5. Implhed terms (default in repayment)
6.01 Implied terms (entry into force)
.02 Implied terms (representations)
.03 Implied terms (entry into force)
7.01 Appointment of representatives
.02 Notices

No. 10

ISIC 2302 **SITC** 682,686

Industry Non-ferrous ore mining

Subject Exploitation of mine

Type Consulting engineering

Language English

Clauses

Recitals
1. Substantive transaction
2.01 Assignment
.02-.04 Sub-contracting
3. Obligations of parties
4. Timetable for performance
5. Documents to be supplied by supplier
6. Exchange of information
7. Language
8. Appointment of purchaser's representative
9. Committee of engineers
10. Variations
11. Secrecy
12. Ownership of documents
13. Warranty and guarantee (including performance guarantee)
14. Obligations of purchaser (provide information)
15. Obligations of purchaser (approve plans)
16. Force majeure
17. Suspension of services
18. Price (estimated)
19. Price (time spent basis)
20. Expenses
21. Additional services
22. Price revision
23. Under-estimate of price
24. Paxment
25. Duties and taxes
26. Liability of parties
27. Obligations of parties (compliance with law)
28. Obligations of purchaser (work permits)
29 Applicable law and settlement of disputes
30. Entry into force

No. 11

ISIC **SITC**

Industry Not specified

Subject Not specified

Type Licensing (trademarks and unpatented processes)

Language English

Clauses
1. Grant of licence (trademarks) and rights granted (manufacture)
2. Price and payment
3. Duration
4. Territory
5. Supply of raw materials
6. Supply of know-how
7. Default and termination
8. Applicable law

No. 12

ISIC 2302 **SITC** 287

Industry Non-ferrous ore mining

Subject Exploitation of mine

Type Consulting engineering (including mineral testing)

Language French

Clauses

	Recitals
1.	Substantive transaction
2.	Obligations of supplier
3.	Duration
4.01-.02	Price and payment
.03	Expenses
.04	Price
5.	Secrecy
6.	Settlement of disputes

No. 13

ISIC 3133 **SITC** 112,111

Industry Malt liquors and malt

Subject Beer and soft drinks

Type Technical assistance and management

Language English

Clauses
1. Recitals
2. Definitions
3.01-14 Obligations of supplier (including supply of know-how, provision of staff, supply of spare parts and training)
.15 Warranty
4.01-.04 Obligations of purchaser
.05-.09 Expenses
5. Price and payment
6. Duration
7. Default and termination
8. Force majeure
9. Settlement of disputes

No. 14

ISIC 3832 **SITC** 761

Industry Manufacture of radio, television and communication equipment and apparatus

Subject Televisions

Type Licensing (patented processes)

Language English

Clauses
1. Definitions
2. Definitions
3. Grant of licence (patents)
4. Limitation of licensor's liability
5. Price
6. Payment (including interest) and documents to be supplied by licensee
7. Documents to be supplied by licensee and rights of licensor (inspection)
8. Markings to be used
9.01 Entry into force and duration
.02 Default and termination
10.01 Duties and taxes
.02 Applicable law and settlement of disputes
.03 Definition and amendment of contract
.04 Notices

No. 15

ISIC 3522 **SITC** 541

Industry Manufacture of drugs and medicines

Subject Pharmaceuticals

Type Licensing (trademarks and unpatented processes)

Language English

Clauses

	Recitals
1.	Definitions
2.	Grant of licence (process and sell)
2.	Supply of goods by licensor
4.	Supply of goods by licensor (minimum order)
5.	Obligations of licensor (provide information)
6.	Obligations of licensee
7.	Grant of licence (trademarks)
8.01	Marketing
.02-.03	Information to be supplied by licensee
.04	Protection of licensor's ownership of trademarks
.05	Third party claims
.06	Third party indemnity
.07	Information to be supplied by licensee
.08	Restraint of licensee's trade in similar products
.09	Secrecy
9.	Entry into force, duration and termination
10.	Default and termination
11.	Assignment
12.	Notices
13.	Amendment of contract
14.	Applicable law

No. 16

ISIC 3522 SITC 541

Industry	Manufacture of drugs and medicines
Subject	Pharmaceuticals
Type	Agency
Language	English
Clauses	1. Substantive transaction 2. Obligations of licensee (marketing) 3. Delivery 4. Price 5. Delivery 6. Payment (letter of credit) 7. Commission 8. Entry into force, duration and termination

No. 17

ISIC 3620 **SITC** 664

Industry Manufacture of glass and glass products

Subject Flat glass

Type Licensing (patented processes) and technical assistance

Language English

Clauses

1.	Definitions (including duration)
2.	Grant of licence (patents).
3.01	Supply of know-how
3.02	Grant of licence (know-how)
3.03-.05	Obligations of licensor (technical assistance including training)
.06	Ownership of documents
.07	Supply of goods
.08	Expenses
4.	Improvements
5.01-.06	Price
.07-.11	Payment (including interest and information to be supplied by licensee) and rights of licensor (inspection)
6.	Territory
7.	Termination (including waiver)
8.	Force majeure
9.	Limitation of licensor's liability
10.	Warranty
11.01	Further assurances, expenses and third party claims
.02	Secrecy
11.03	Definition of contract
.04	Definitions
.05	Ownership of documents
12.	Notices
13.	Settlement of disputes
14.	Applicable law
15.	Entry into force
16.	Definition of contract

No. 18

ISIC 2302 **SITC** 287

Industry Non-ferrous ore mining

Subject Ore beneficiating works

Type Turn-key

Language English

Clauses	1.	Definitions
	2.	Definition of contract
	3.	Definition of contract
	4.	Scope of services (construction of works)
	5.	Payment
	6.	Settlement of disputes
	8.	Assignment
	9.	Waiver
	10.	Definition of contract
	11.	Force majeure
	12.	Insurance
	13.	Access to site
	14.01	Obligations of supplier
	.02	Third party indemnity
	.03	Duties and taxes
	.04	Grant of licence
	.05-.10	Obligations of supplier (provide engineering, procurement services, erection, start-up. tests, technical assistance, staff, operating manual and training)
	.11-.12	Documents to be supplied by supplier
	.13	Standards
	.14	Tests
	.15	Delay in performance (including liquidated damages)
	.16	Performance bond
	15.01-.04	Performance guarantee and performance tests (including liquidated damages)
	.05	Final acceptance
	.06	Limitation of damages
	16.01	Payment
	.02	Price
	.03	Payment

No. 19

ISIC 2302 **SITC** 287

Industry Non-ferrous ore mining

Subject Ore beneficiating works

Type Sale of goods

Language English

Clauses

1. Price
2. Orders
3. Orders
4. Ownership of documents
5. Supply of goods by both parties (tools)
6. Sub-contracting
7. Access to site
8. Liability of supplier and third party indemnity
9. Third party indemnity
10. Timetable for delivery , delay in comletion (including liquidated damages), default and termination
11. Delivery and documents to be supplied by supplier

12 Delivery

13. Packing
14. Payment
15. Payment
16. Price revision
17. Warranty and guarantee
18. Force majeure
19. Default and termination
20. Applicable law

No. 20

ISIC 3529 **SITC** 592

Industry Maufacture of chemical products not elsewhere classified

Subject Adhesives and other chemical products

Type Licensing (trademarks) and technical assistance

Language English

Clauses

1.	Recitals
2.	Definitions
3.01-.02	Grant of licence (trademarks)
.03	Obligations of licensee (including third party claims)
.04-06	Quality control
.07-.10	Protection of licensor's ownership of trademarks
.11	Third party claims
.13-.15	Default and termination
4.	Obligations of licensor (provide information)
5.	Obligations of licensor (technical assistance)
6.01-02	Secrecy and territory
.03	Denial of agency
7.	Price
8.	Documents to be supplied by licensee and duties and taxes
9.	Limitation of licensor's liability and third party indemnity
10.01	Default and termination
.02	Force majeure
.03	Invalidity of clause
11.	Assignment
12.	Notices
13.	Duration and termination
14.	Definition of contract

No. 21

ISIC 3529 **SITC** 592

Industry Manufacture of chemical products not elsewhere classified

Subject Adhesives and other chemical products

Type Licensing (unpatented processes) and technical assistance

Language English

Clauses

1.	Recitals
2.	Definitions
3.	Supply of know-how
4.	Obligations of licensor (technical assistance)
5.01-.02	Secrecy and territory
.03	Sub-contracting
.04	Standards
.05	Denial of agency
6.	Price
7.	Documents to be supplied by licensee and duties and taxes
8.	Limitation of licensor's liability and third party indeminty
9.01	Default and termination
.02	Force majeure
.03	Invalidity of clause
10.	Assignment
11.	Notices
12.	Duration and termination
13.	Definition of contract

No.	22	**ISIC** 3513	**SITC** 583

Industry Manufacture of synthetic resins, plastic materials and man- made fibres except glass

Subject Plastics

Type Licensing (unpatented processes)

Language English

Clauses Recitals
1. Scope of services
2. Obligations of licensor
3. Supply of know-how
4. Price, expenses, payment and duties and taxes
5. Documents to be supplied by licensee
6. Secrecy
7. Third party claims and limitation of licensor's liability
8. Entry into force and termination
9. Applicable law

No. 23

ISIC 3529 **SITC** 592

Industry Manufacture of chemical products not elsewhere classified

Subject Adhesives and other chemical products

Type Licensing (trademarks and patented processes) and technical assistance

Language English

Clauses

1.	Recitals
2.	Definitions
3.01-.02	Grant of licence (patents)
.03-.04	Third party claims
.05	Obligations of licensee
4.01-.02	Grant of licence (trademarks)
.03-.04	Obligations of licensee
.05-.06	Quality control
.07-.10	Protection of licensor's ownership of trademarks
.11-.12	Third party claims
.13	Termination
5.	Supply of know-how
6.	Obligations of licensor (technical assistance including training)
7.	Obligations of licensor (marketing)
8.	Obligations of licensor (management assistance)
9.01	Secrecy
.02	Territory
.03	Standards
.04	Denial of agency
10.01	Price
.02-.04	Documents to be supplied by licensee and duties and taxes
11.01	Default and termination
.02	Force majeure
.03	Invalidity of clause
12.	Assignment
13.	Notices
14.	Duration and termination
15.	Definition of contract

No. 24

ISIC 3551 **SITC** 625

Industry Tyre and tube industries

Subject Tyres

Type Turn-key

Language French

Clauses

1.	Entry into force
2.	Amendment of contract
3.	Delay in completion, default and termination
4.	Invalidity of clause
5.	Force majeure
6.	Exclusion of intermediaries
7.	Secrecy
8.01-.02	Scope of rights granted (know-how and improvements)
.03	Assignment
9.	Assignment
10.	Waiver
11.	Language
12.	Annexes
13.	Definition of contract
14.	Notices
15.	Settlement of disputes
16.	Applicable law
17.	Obligations of pruchaser (registration of contract)
18.01	Performance guarantee
.02	Quality guarantee
.03	Guarantee (timely performance)
.04	Guarantee (know-how)
.05	Guarantee (quality of products to be manufactured)

No. 25

ISIC 3551 **SITC** 625

Industry	Tyre and tube indsustries
Subject	Tyres
Type	Sale of goods
Language	French

Clauses

1. Entry into force
2. Amendment of contract
3. Delivery (passage of risk)
4. Invalidity of clause
5. Force majeure
6. Delay in performance (including liquidated damages)
7. Default and termination
8. Assignment
9. Warranty (ownership of patents in supplied goods)
10. Ownership of documents
11. Secrecy
12. Waiver
13. Language
14. Definition of contract
15. Notices
16. Exclusion of intermediaries
17. Settlement of disputes
18. Applicable law
19. Guarantee and final acceptance

No. 26

ISIC **SITC**

Industry Not specified

Subject Not specified

Type Licensing (patented processes) and sale of goods

Language English

Clauses

	Recitals
1.01	Supply of goods (including technical assistance)
.02	Supply of know-how
.03	Obligations of licensor (technical assistance including training)
2.01	Grant of licence (patents)
.02	Grant of licence (know-how)
.03	Scope of licence (patents)
3.01	Price
.02	Duties and raxes
.03-.04	Payment
.05	Default and termination
4.01	Termination
.02	Secrecy
.03	Protection of licensor's ownership of patents
.04	Territory
.05	Notices
.06	Assignment
.07	Documents to be supplied by licensee

No. 27

ISIC ☐ **SITC** ☐

Industry Not specified

Subject Not specified

Type Licensing (trademark and unpatented processes)

Language English

Clauses

1.	Definitions
2.01	Grant of licence (trademark) and rights granted (manufacture)
.02	Scope of licence, sub-contracting and sub-licences
3.01-.02	Obligations of licensor (technical assistance and know-how)
.03	Ownership of know-how and secrecy
4.01	Obligations of licensee (trademark)
.02	Protection of licensor's ownership of trademark and markings to be used
.03	Obligations of licensee (trademark)
.04	Third party claims
5.01	Quality control
.02	Documents to be supplied by licensee
6.01	Price
.02	Payment
7.01	Duration
.02-.03	Default and termination
.04	Invalidity of clause
.05	Entry into force
.06	Termination
.07	Force majeure
.08-.09	Termination
8.01	Definition of contract
.02	Third party indemnity
.03	Obligations of licensee (improvements)
.04	Settlement of disputes
.05	Waiver
.06	Applicable law
.07	Warranty
.08	Definition of contract
.09	Denial of agency (or other association)
.10	Limitation of licensor's liability
.11	Notices
.12	Assignment
.13	Supply of spare parts (including from licensor)

No. 28

ISIC 3511 **SITC** 341

Industry Manufacture of basic industrial chemicals except fertilizers

Subject Ammonia works

Type Consulting engineering

Language English

Clauses

1.	Scope of services (including engineering and procurement services)
2.01	Price
.02	Payment
3.	Duties and taxes
4.01-03	Guarantees (design, procurement and performance)
.04	Guarantee period (tests)
5.01	Liability of supplier
.02	Third party indemnity and insurance
.03	Insurance
.04	Limitation of damages
6.	Force majeure
7.	Termination
8.	Secrecy
9.	Force majeure and termination
10.	Access to site
11.01-.04	Definition of contract and obligations of supplier
.05	Amendment of contract
.06	Invalidity of clause
12.	Settlement of disputes
13.	Entry into force
14.	Notices

No. 29

ISIC 3692 SITC 273

Industry Manufacture of cement, lime and plaster

Subject Cement

Type Technical assistance

Language French

Clauses

Recitals
1. Substantive transaction
2. Scope of services
3. Scope of services
4. Appointment of representatives and obligations of supplier (technical assistance and provision of staff) and future grant of licence (patents) and supply of know-how
5. Obligations of supplier (provision of staff)
6. Obligations of supplier (studies)
7. Timetable for performance
8. Obligations of supplier (technical assistance)
9. Price
10. Price
11. Price
12. Payment
13. Expenses
14. Obligations of purchaser (supplier's staff)
15. Secrecy
16. Entry into force, duration and termination
17. Default and termination
18. Termination
19. Obligations of supplier (future services)
20. Termination
21. Force majeure
22. Notices
23. Applicable law
24. Liability of parties
25. Warranty

No. 38

ISIC 3521 SITC 533

Industry	Manufacture of paints, varnishes and lacquers
Subject	Paints and varnishes
Type	Licensing (trademarks)
Language	English
Clauses	Recitals 1. Grant of licence (trademarks) (including quality control) 2. Limitation of licensee's rights 3. Scope of licence 5. Third party claims 6. Default and termination 7. Duration 8. Assignment 9. Termination 10. Settlement of disputes

No. 31

ISIC 3521 **SITC** 533

Industry Manufacture of paints, varnishes and lacquers

Subject Paints and varnishes

Type Licensing (trademarks and patented processes)

Language English

Clauses

	Recitals
1.	Definitions
2.01	Supply of know-how
.02	Rights granted and territory
.03	Obligations of licensor
3.	Grant of licence (patents), territory and settlement of disputes
4.01	Price
.02	Payment
.03	Documents to be supplied by licensee
.04-.05	Payment
.06	Duties and taxes
5.	Secrecy
6.	Grant of licence (trademarks) and markings to be used
7.01-.02	Entry into force
.03	Termination
.04	Default and termination
.05-.06	Termination
8.01	Assignment
.02	Applicable law

No. 32

ISIC 3831 **SITC** 772

Industry Manufacture of electrical industrial machinery and apparatus

Subject Switchgear

Type Licensing (trademarks) and technical assistance

Language English

Clauses

1.	Rights granted (assemble and sell)
2.01	Price
.02	Default and termination
3.	Definitions and markings to be used
4.	Rights granted (assemble and sell) and territory
5.	Supply of goods (by licensor) and payment
6.01-.03	Obligations of licensor (technical assistance) and documents to be supplied by licensor
.04	Obligations of licensee
7.	Obligations of licensor (technical assistance, provision of staff and training)
8.	Quality control
9.	Grant of licence (trademarks) and markings to be used
10.	Sub-licences
11.	Secrecy
12.	Improvements
13.	Limitation of licensor's liability
14.	Duration and termination
15.	Default and termination
16.	Applicable law and settlement of disputes
17.	Entry into force

No. 33

ISIC 3529 SITC 592

Industry Manufacture of chemical products not elsewhere classified

Subject Adhesives

Type Licensing (trademarks and unpatented processes) and technical assistance

Language English

Clauses

	Recitals
1.	Rights granted (manufacture and sell) and territory
2.	Obligations of licensor (provide information)
3.	Improvements
4.01-.03	Obligations of licensor (technical assistance and provision of staff
.04	Grant of licence (trademarks)
.05-.06	Scope of rights granted and obligations of licensor
5.01	Obligations of licensee (manufacture and market)
.02	Documents to be supplied by licensee
.03-.05	Price
.06	Limitation of licensee's rights
.07	Secrecy
.08	Territory
.09	Limitation of licensee's trade in similar products
6.01-.02	Obligations of licensee (trademarks) and protection of licensor's ownership of trademarks
.03	Third party claims
7.	Improvements
8.	Assignment and sub-licences
9.	Secrecy
10.	Quality control
11.	Duration, default and termination
12.	Settlement of disputes and applicable law
13.	Applicable law
14.	Notices
15.	Definition of licensor
16.	Entry into force
17.	Definition of contract
18.	Scope of licence
19.	Denial of agency
20.	Termination (unsold stock)

No. 34

ISIC 3119 SITC 058

Industry: Manufacture of cocoa, chocolate and sugar confectionery

Subject: Peanuts and snack foods

Type: Licensing (unpatented processes) and technical assistance

Language: English

Clauses

	Recitals
1.	Definitions
2.01	Scope of services
.02	Warranty
3.01-.03	Price and payment (including expenses)
.04	Termination
4.01-.07	Secrecy
.08	Termination
5.01	Scope of licence and limitation of licensor's rights
.02	Limitation of licensee's trade in similar products
.03	Limitation of licensee's rights
6.	Default and termination
7.	Force majeure
8.	Termination
9.	Assignment
10.	Waiver
11.	Invalidity of clause
12.	Applicable law and settlement of disputes
13.	Notices
14.	Language
15.	Definition of contract

No. 35

ISIC ☐ SITC ☐

Industry: **Not specified**

Subject: **Not specified**

Type: Licensing (trademarks)

Language: English

Clauses

	Recitals
1.	Grant of licence (trademarks) and quality control
2.01-.02	Supply of raw materials (including by licensor)
.03	Obligations of licensor (provision of information and staff) and quality control
3.01	Markings to be used
.02	Representations of licensee and marketing
.03	Marketing
4.01-.03	Price
.04-.05	Documents to be supplied by licensee
.06-.07	Payment
5.	Licensor's rights (inspection)
6.01-.02	Protection of licensor's ownership of trademarks
.03	Third party claims
7.	Duration
8.	Default and termination
9.	Rights of parties
10.	Notices
11.	Assignment
12.	Definition and amendment of contract
13.01	Denial of agency (or other association)
.02	Third party indemnity
14.01	Duties and taxes
.02	Invalidity of clause
15.	Settlement of disputes
16.	Applicable law

No. 36

ISIC 3523 **SITC** 553,554

Industry Manufacture of soap and cleaning preparations, perfumes, cosmetics and other toilet preparations

Subject Cleaning preparations

Type Licensing (trademarks and unpatented processes)

Language English

Clauses

	Recitals
1.	Definitions
2.01	Grant of licence (trademarks), rights granted (manufacture and sell) and territory
.02	Quality control
.03	Price
3.01	Supply of know-how and improvements
.02	Secrecy
.03	Termination
.04	Price and payment
4.	Quality control
5.	Supply of raw materials (including by licensor)
6.	Protection of licensor's ownership of trademarks and know-how
7.01	Entry into force, duration and termination
.02	Default and terminastuion
.03-.05	Termination
8.	Obligations of licensee (minimum sales)
9.	Limitation in licensee's trade in similar products
10.	Settlement of disputes
11.	Assignment and sub-contracting
12.	Obligations of licensee (registration)
13.	Obligations of licensee (comliance with law)
14.	Termination
15.	Applicable law
16.	Definition of contract

No. 37

ISIC 3117 **SITC** 048

Industry Manufacture of bakery products

Subject Biscuits

Type Licensing (trademarks and patented processes)

Language English

Clauses

	Recitals
1.01	Rights granted (manufacture)
.02	Grant of licence (patents)
2.	Grant of licence (trademarks) and markings to be used
3.	Marketing
4.	Timetable for performance
5.	Exchange of information (improvements)
6.01	Obligations of licensor (provision of staff)
.02	Obligations of licensor (supply of goods)
7.	Quality control
8.	Timetable for performance
9.	Price
10.01	Entry into force and duration
.02-.05	Default and termination
11.	Force majeure
12.	Waiver
13.	Termination
14.	Assignment
15.	Secrecy
16.	Notices
17.	Applicable law
18.	Invalidity of clause and termination

No. 38

ISIC

SITC

Industry Not specified

Subject Food products

Type Licensing (trademarks)

Language English

Clauses

	Recitals
1.	Definitions
2.01	Grant of licence (trademarks)
.02-.04	Limitation of licencee's rights and quality control
3.01-.02	Supply of goods (including by licensor)
.03	Obligations or licensor (provide information and staff)
.04	Representations by licensee and marketing
.05	Marketing
4.	Obligations of licensee (provide samples for initial approval)
5.	Obligations of licensor and protection of licensor's ownership of advertising material
6.	Secrecy
7.	Obligations of licensee (provide samples)
8.	Territory
9.	Price, payment (including interest) and documents to be supplied by licensee
10.	Documents to be supplied by licensee
11.	Rights of licensor (inspection)
12.	Protection of licensor's ownership of trademarks and third party claims
13.	Insurance
14.	Duration
15.	Default and termination
16.	Rights of parties
17.	Sub-contracting
18.	Notices
19.	Assignment
20.	Definition of contract
21.	Denial of agency (or other association)
22.	Third party indemnity
23.	Duties, taxes and invalidity of clause

24. Further assurances
25. Definition of contract
26. Invalidity of clause
27. Definition of contract
28. Applicable law

No. 39

ISIC 3522 **SITC** 541

Industry Manufacture of drugs and medicines

Subject Pharmaceuticals

Type Licensing (unpatented processes)

Language French

Clauses

Recitals
1. Rights granted (manufacure), territory and assignment
2.01 Obligations of licensee (method of manufacture)
.02 Marketing
.03 Supply of raw materials
.04 Liability of licensee
.05 Obligations of licensee (minimum stocks)
.06 Obligations of licensee (provide samples)
3. Price and payment
4. Obligations of licensee (minimum sales)
5. Entry into force and duration
6. Default and termination
7. Settlement of disputes

No. 40

ISIC

SITC

Industry Not specified

Subject Refuse containers

Type Licensing (patented processes) and technical assistance

Language French

Clauses

1.01 Scope of services, grant of licence (patents) and assignment
.02 Territory and obligations of licensee
.03 Limitation of licensee's trade in similar products
2.01 Supply of know-how
.02 Documents to be supplied by licensor
.03 Obligations of licensor (technical assistance including provision of staff) and price (including expenses)
3. Obligations of licensee
4. Improvements
5. Secrecy
6. Duration
7. Entry into force
8. Limitation of licensee's rights
9 Price
10. Documents to be supplied by licensee
11. Rights of licensor (inspection)
12.01 Grant of licence (trademark)
.02 Quality control
.03 Protection of licensor's ownership of trademark
13. Limitation of licensor's liability
14. Supply of raw materials
15.01 Amendment of contract
.02 Invalidity of clause
16. Settlement of disputes and applicable law

No. 41

ISIC 3551 SITC 625

Industry Tyre and tube industries

Subject Tyres

Type Licensing (trademarks and patented processes)

Language English

Clauses

	Recitals
1.01	Rights granted (manufacture and sell) and grant of licence (patents)
.02	Supply of know-how
.03	Scope of services (management)
2.	Grant of licence (trademark) including quality control
3.01-.02	Markings to be used and protection of licensor's ownership of name
.03	Termination
4.	Scope of services (technical assistance)
5.	Scope of services (technical assistance including provision of staff)
6.	Procurement services
7.01-.02	Price and payment
.03	Duties and taxes
.04	Payment (interest)
8.	Price (minimum)
9.	Documents to be supplied by licensee
10.	Third party indeminty
11.01	Protection of licensor's ownership of patents, trademark and know-how
.02	Improvements
.03	Third party claims
.04	Limitation of licensor's liability
.05-.06	Limitation of licensee's rights
.07	Rights of parties
16.	Notices
17.	Settlement of disputes
18.	Applicable law
19.	Assignment
20.	Waiver

21.	Definition of contract
22.	Invalidity of clause
23.	Amendment of contract
24.	Obligations of licensee (compliance with law)
25.01	Definition of contract
.02	Accrued rights
.03	Termination

No. 42

ISIC 3620 **SITC** 665

Industry Manufacture of glass and glass products

Subject Glass containers

Type Licensing (unpatented processes) and technical assistance

Language English

Clauses

	Recitals
1.	Scope of services and rights granted (know-how)
2.	Supply of know-how
3.	Scope of services (technical assistance including provision of staff)
4.	Documents to be supplied by licensor
5.	Scope of services (provision of staff) and expenses
6.	Scope of services (training) and expenses
7.01-.07	Secrecy
.08	Scope of rights granted
8.	Price and payment
9.	Duties and taxes
10.01	Entry into force and duration
.02	Default and termination
.03	Force majeure
.04	Termination
11.	Limitation of licensor's liability and of damages
12.01	Amendment of contract
.02	Obligations of parties (compliance with law)
.03	Invalidity of clause
.04	Waiver
.05	Assignment
.06	Language
.07	Applicable law
13.	Settlement of disputes

No. 43

ISIC 3825 SITC 752

Industry Manufacture of office, computing and accounting machinery

Subject Computer hardware

Type Maintenance

Language English

Clauses

	Recitals
1.	Scope of services (maintenance)
2.	Duration
3.	Obligations of purchaser (use of equipment)
4.	Scope of services (services not included)
5.	Obligations of supplier (including maintenance of stocks of parts)
6.01	Access to equipment
.02	Obligations of supplier (compliance with law)
.03	Secrecy
7.	Service requests
8.01-.02	Price and payment
.03-.04	Price revision
.05	Payment
9.	Working hours
10.	Scope of services
11.	Sub-contracting
12.	Limitation of supplier's liability
13.	Liability of supplier and limitation of damages
14.	Insurance
15.	Suspension and termination
16.	Applicable law and settlement of disputes
17.	Force majeure
18.	Definition and amendment of contract

No. 44

ISIC 3530 **SITC** 334

Industry Petroleum refineries

Subject Petroleum and other fuels

Type Management consulting (planning methods)

Language English

Clauses
1. Substantive transaction
2. Scope of services
3. Price
4. Payment (including expenses)
5. Obligations of purchaser
6. Duties and taxes
7. Language
8. Notices
9. Applicable law
10. Entry into force and duration
11. Settlement of disputes
12. Termination
13. Force majeure
14. Limitation of damages
15. Secrecy
16. Timetable for performance

No. 45

ISIC 3522 SITC 541

Industry: Manufacture of drugs and medicines

Subject: Pharmaceuticals

Type: Licensing (trademarks and unpatented processes)

Language: French

Clauses

	Recitals and definitions
1.01	Rights granted (manufacture and sell)
.02	Grant of licence (trademark)
.03	Territory
2.01	Scope of services (technical assistance)
.02-.03	Improvements
3.	Obligations of licensee (registration)
4.01	Limitation of licensee's rights
.02	Supply of raw materials
5.01	Obligations of licensee (manufacture)
.02	Sub-contracting
.03	Obligations of licensee (provide samples)
.04	Markings to be used
.05	Liability of licencee
6.	Secrecy
7.	Marketing
8.	Rights of licensee (develope products)
9.	Liability of licensee
10.	Protection of licensor's ownership of trademark and third party claims
11.	Price
12.01-.02	Payment
.03	Right of licensor (inspection)
13.01	Entry into force and duration
.02-.06	Default and termination
14.	Applicable law and settlement of disputes
15.	Sub-licences
16.01-.02	Amendment of contract
.03	Invalidity of clause

No. 46

ISIC 3513 **SITC** 583

Industry	Manufacture of synthetic resins, plastic materials and man-made fibres except glass
Subject	Plastics
Type	Sale of goods
Language	French

Clauses

1. Substantive transaction
2. Entry into force and duration
3. Registration of contract
4. Definition of contract
5. Price, duties and taxes
6. Delivery (including timetable for delivery)
7. Supply of goods (quantities)
8. Packing
9. Payment
10. Delivery (documents to be supplied by supplier)
11. Guarantee
12. Liability of supplier
13. Scope of services (technical assistance)
14. Scope of services (training)
15. Delay in completion
16. Force majeure
17. Assignment and sub-contracting
18. Insurance
19. Default and termination
20. Notices
21. Exclusion of intermediaries
22. Settlement of disputes and applicable law

No. 47

ISIC 3521 SITC 533

Industry Manufacture of paints, varnishes and lacquers

Subject Paints

Type Sale of goods

Language English

Clauses
1. Substantive transaction
2. Supply of goods and price
3. Price revision
4. Secrecy
5. Duration
6. Default and termination
7. Payment
8. Settlement of disputes

No.	48
ISIC	3521
SITC	533
Industry	Manufacture of paints, varnishes and lacquers
Subject	Paints
Type	Licensing (trademarks and patented processes) and technical assistance
Language	English

Clauses

	Recitals
1.	Definitions
2.01	Grant of licence (patents) and rights granted (manufacture)
.02	Territory
.03	Amendment of contract
.04	Obligations of licensee (marketing)
.05-.06	Co-operation and information to be supplied by licensee
3.01	Supply of know-how and price
.02-.10	Payment (including interest), duties and taxes
.11	Suspension and termination
4.	Scope of services (technical assistance including the provision of staff)
5.	Warranty
6.01-.03	Limitation of licensor's liability
.04	Insurance
7.01-.08	Grant of licence (trademark) and markings to be used
.09	Termination
8.	Obligations of licensee (including marketing)
9.	Rights of licensor and limitation of licensee's trade in similar products
10.01-.02	Improvements
.03	Procurement services
11.01-.03	Obligations of licensee (registration)
.04-.07	Third party claims
12.01-.04	Obligations of licensee (including provision of samples) and rights of licensor (inspection)
.05-.08	Documents to be supplied by licensee
.09	Information to be supplied by licensor
13.01-.02	Secrecy
.03-.04	Protection of licensor's ownership of trademark
.05	Secrecy

14.01	Assignment
.02	Amendment of contract
15.	Force majeure
16.	Definition of contract
17.	Duration and termination
18.	Obligations of licensee (compliance with law) and entry into force
19.	Waiver
20.	Default and termination
21.	Notices
22.	Settlement of disputes and applicable law

No. 49

ISIC 3511 **SITC**

Industry Manufacture of basic industrial chemicals except fertilizers

Subject Urea

Type Licensing (factory extension) (patented processes) and technical assistance

Language English

Clauses

	Recitals
1.	Definitions
2.	Grant of licence (patents) and rights granted (manufacture)
3.	Supply of know-how
4.01	Scope of services (engineering)
.02	Language
.03	Documents to be supplied by licensor
.04	Co-operation
.05-.06	Right of licensee (depute staff to licensor)
5.	Procurement services
6.01	Scope of services (training)
.02-.04	Obligations of licensee (staff)
.05	Expenses
7.01	Scope of services (technical assistance including provision of staff)
.02	Scope of services (supervise commissioning, starting up and performance tests)
.03-.04	Obligations of licensor (staff)
.05	Obligations of licensor (technical assistance)
8.	Improvements
9.01-.02	Guarantee
.03	Performance guarantee (including liquidated damages)
.04	Warranty and third party claims and indemnity
10.	Price and payment
11.	Duties and taxes
12.	Variations
13.01	Suspension and price
.02	Suspension
.03	Termination
14.	Secrecy
15.	Ownership of documents

16.01 Limitation of damages
.02 Limitation of licensor's liability and third party indemnity
.03 Insurance
17. Force majeure
18. Applicable law
19. Settlement of disputes
20. Waiver
21. Assignment
22. Sub-contracting
23. Annexes
24. Definition and amendment of contract
25. Notices
26. Entry into force

No. 50

ISIC 3823 **SITC** 736

Industry Manufacture of metal- and wood-working machinery

Subject Machine tools

Type Licensing (patented processes) and technical assistance

Language English

Clauses Recitals

1.	Definitions
2.	Scope of services (technical assistance)
3.	Scope of services (training)
4.	Scope of services (provision of staff)
5.01-.02	Supply of know-how
.03-.05	Documents to be supplier by licensor
6.	Scope of services (additional technical assistance)
7.01	Grant of licence (patents) and rights granted (manufacture and sell)
.02	Obligations of licensee (marketing)
.03	Scope of licence
.04	Sub-licence
.05	Obligations of licensee (protect licensor's patents)
8.	Price and payment
9.	Improvements
10.01	Limitation of licensor's liability
.02	Force majeure
11.01-.03	Quality control and markings to be used
.04	Termination
12.	Secrecy
13.01	Entry into force and duration
.02-.08	Termination
14.	Sub-contracting
15.	Extension of contract
16.	Supply of goods by licensor
17.01	Assignment
.02	Definition and amendment of contract
.03	Notices
.04	Obligations of licensee
18.	Duties and taxes

No. 52

ISIC 3529 SITC 533

Industry	Manufacture of chemical products not elsewhere classified
Subject	Printer's ink
Type	Licensing (unpatented processes) and technical assistance
Language	French

Clauses

	Recitals and definitions
1.	Supply of know-how
2.01-.03	Documents to be supplied by licensor
.04	Ownership of documents
.05	Delay in completion (including liquidated damages and termination))
3.	Scope of services (technical assistance and training)
.01	Documents to be supplied by licensor
.02-.03	Obligations of licensor (provision of staff)
.04	Co-operation
.05-.06	Obligations of licensor
4.	Improvements
5.01	Warranty
.02	Third party indemnity
.03	Guarantee
.04	Procurement services
.05	Guarantee
6.01	Price and payment
.02	Default, termination and performance bond
7.	Duties and taxes
8.	Settlement of disputes
9.	Entry into force and duration
10.	Force majeure
11.	Secrecy
12.01-.02	Definition and amendment of contract
.03	Assignment
.04	Definition of contract
.05	Amendment of contract
.06	Language

No. 51

ISIC 3112 **SITC** 022,023

Industry Manufacture of dairy products

Subject Dairy products

Type Management

Language English

Clauses

	Recitals
1.	Scope of services (including management and training)
2.01	Scope of services (provision of staff)
.02-.04	Price and expenses
.05	Payment
3.	Obligations of purchaser
4.	Settlement of disputes and applicable law
5.01	Duration
.02	Default and termination
.03	Force majeure
6.01	Documents to be supplied by supplier
.02	Obligations of supplier
.03	Assignment
.04	Sub-contracting
.05	Notice
.06	Amendment of contract

No. 53

ISIC 5000 SITC

Industry Construction

Subject Oil and gas well drilling

Type Contract services

Language English

Clauses

	Recitals
1.01	Scope of services (supply of equipment and provision of staff)
.02	Warranty (capacity of equipment)
.03	Warranty (maintenance of equipment)
.04	Warranty (general)
.05	Termination and suspension
2.01-.06	Price
.07	Price revision
.08	Suspension and price
3.01-.02	Payment
.03	Obligations of supplier (equipment free of liens)
.04	Documents to be supplied by supplier
.05-.06	Payment
4.01	Obligations of supplier and warranty (in performance of work)
.02-.21	Obligations of supplier (in performance of work, including supply of equipment , documents and reports and in standards to be employed)
5.01	Representations of purchaser
.02-.04	Documents to be supplied by purchaser
.05-.11	Obligations of purchaser (including access to site and services)
6.01	Liability of purchaser (loss of equipment)
.02	Third party indemnity (equipment)
.03	Liability of purchaser (loss of hole)
7.	Default (including completion of work by purchaser)
8.	Amendment of contract
9.	Obligations of supplier (compliance with law)
10.01	Denial of agency (or other association)
.02-.03	Rights of purchaser (inspection)
.04	Obligations of supplier
.05	Liability of supplier (loss of hole)

11. Force majeure
12. Liability of purchaser (well fire and pollution) and third party indemnity (underground hazards and pollution)
13.01 Insurance
.02 Third party indemnity (general)
14. Termination
15. Settlement of disputes and applicable law
16. Assignment
17. Duration
18. Third party indemnity (patents)
19. Notices
20. Definition of contract

No. 54

ISIC ☐ SITC ☐

Industry Not specified

Subject Engineering systems

Type Joint venture

Language English

Clauses

	Recitals
1.01	Object of joint venture company (manufacture and sell)
.02	Entry into force (Government approval)
.03-.05	Capital of company
.06-.07	Name and charter of company
.08	Additional funds for company
.09	Increase in capital of company
.10	Right of first refusal to purchase shares
.11	Management of company
.12-.17	Dividends and accounting practices of company
2.01	Obligations of company (enter licence contract with joint venture member S for supply of know-how)
.02	Obligations of company (enter distributorship contract with S)
3.	Share subscriptions (joint venture member M to satisfy share subscription cost by delivering finished products)
.02	Obligations of company (enter manufacturing contract with M)
.03	Obligations of company (lease office facilities from M)
.04	Obligations of S (additional funds)
.05	Limitation on M's trade in same products
.06	Scope of rights granted (limitation on use of S's know-how)
4.01	Obligations of members and company (compliance with law)
.02	Intervention of intermediaries
.03	Third party bound by contract
.04	Limitation of members' trade in similar products
5.01	Entry into force and duration
.02	Default and termination
.03	Termination

6.	Termination
7.01	Applicable law
.02	Force majeure
.03	Invalidity of clause
.04	Waiver
.05	Assignment
.06	Termination
.07	Definition of contract
.08	Notices
.09	Amendment of contract
.10	Definition of contract

No. 55

ISIC 3829 **SITC** 744

Industry	Manufacture of machinery and equipment except electrical not elsewhere classified
Subject	Belt conveyor systems
Type	Licensing (unpatented processes) and technical assistance
Language	English

Clauses

	Recitals
1.01-.02	Supply of know-how
.03	Scope of services (technical assistance including provision of staff)
2.	Territory
3.	Supply of goods (including by licensor)
4.	Price
5.	Price (know-how)
6.	Price (training)
7.	Price (technical assistance)
8.	Rights of licensor
9.	Rights of licensor and assignment
10.	Sub-licences
11.	Limitation of licensor's liability (third party claims)
12.	Limitation of licensor's liability
13.	Quality control
14.	Quality control
15.	Improvements
16.	Markings to be used
17.	Documents to be supplied by licensee
18.	Secrecy
19.	Entry into force and duration

No. 56

ISIC 3529 **SITC**

Industry Manufacture of chemical products not elsewhere classified

Subject Carbon black

Type Licensing (unpatented processes) and technical assistance

Language English

Clauses

	Recitals
1.	Definitions
2.	Rights granted (manufacture and sell)
3.01	Supply of know-how
.02	Secrecy
4.01-.03	Scope of services (including provision of staff)
.04	Scope of services (training)
.05	Documents to be supplier by licensor (operating manuals)
.06-.08	Scope of services (tests and information)
5.	Expenses
6.	Price (including issue of shares in licensee to licensor)
7.	Improvements (including price)
8.01	Documents to be supplied by licensee
.02	Payment
.03	Documents to be supplied by licensee and rights of licensor (inspection)
.04-.05	Payment
9.01-.06	Performance guarantee (including performance tests, corrections and conditions of guarantee)
.07	Liability of licensor and limitation of damages
10.01	Entry into force and duration
.02	Default and termination
.03	Force majeure
.04	Termination
11.	Applicable law and settlement of disputes
12.	Assignment

13.01 Language
.02 Third party claims
.03 Markings to be used
.04 Definition and amendment of contract
.05 Invalidity of clause
.06 Duties and taxes
.07 Further assurances
.08 Notices

No. 57

ISIC ☐ **SITC** ☐

Industry Not specified

Subject Diesel motors

Type Licensing (trademarks and patented processes) and technical assistance

Language French

Clauses

	Recitals
1.	Definitions
2.01	Grant of licence (patents)
.02-.05	Assignment, sub-licences and sub-contracting
.06	Grant of licence (trademarks) and markings to be used
.07	Rights of licensor
3.01-.03	Supply of know-how
.04-.07	Scope of services (technical assistance including provision of staff)
.08	Language
4.	Improvements
5.	Third party indemnity and guarantee
6.01-.03	Quality control
.04	Standard documents and codes to be supplied with products
.05-.06	Rights of licensor (inspection)
7.	Price and payment (including expenses)
8.01	Entry into force and duration
.02-.05	Default and termination
9.01-.02	Limitation of licensee's trade in similar products
.03	Rights of parties
.04	Notices
.05	Settlement of disputes and applicable law
.06	Waiver
.07	Force majeure
.08	Language

No. 58

ISIC 3522 **SITC** 541

Industry Manufacture of drugs and medicines

Subject Pharmaceuticals

Type Licensing (trademarks)

Language French

Clauses

	Recitals
1.	Definitions
2.01	Grant of licence (trademark)
.02-.03	Obligations of licensee (marketing)
3.01-.05	Price and payment
.06	Documents to be supplied by licensee
.07	Price
.08	Rights of licensor (inspection)
.09	Payment
.10	Third party claims
4.01	Quality control (including provision of samples)
.02-.03	Protection of licensor's ownership of trademark
5.	Obligations of licensor (trademark)
6.01	Assignment
.02	Option to purchase trademark
7.	Default and termination
8.	Notices
9.	Settlement of disputes
10.	Applicable law

No. 59

ISIC 3511 **SITC** 334,335

Industry Manufacture of basic industrial chemicals except fertilizers

Subject Ethylene

Type Turn-key

Language English

Clauses

1. Substantive transaction
2. Definitions
3.01 Scope of services (engineering, supply of goods, construction and training) and denial of agency (or other association)
.02 Scope of services (supply of goods and construction of works)
.03 Liability of parties
.04 Obligations of supplier (in construction)
4. Obligations of purchaser (including supply of information and certain services)
5.01 Price (engineering)
.02 Price (supply of goods and construction)
6. Duties and taxes
7. Price revision
8. Price revision
9. Payment (including interest)
10. Variations (including price)
11. Timetable for completion
12. Tests
13. Final acceptance
14.01 Warranty and guarantee
.02 Performance guarantee and performance tests
.03 Guarantee (equipment)
.04 Guarantee (timely performance)
15.01 Delay in completion (including liquidated damages)
.02 Liability of supplier (including liquidated damages)
.03 Liability of supplier (construction)
.04 Liability of supplier (equipment)
.05 Liability of parties and limitation of liability for damages
16. Third party indemnity and claims
17. Insurance
18. Transfer of ownership of works, equipment and documents

19. Force majeure
20. Settlement of disputes
21. Termination
22. Scope of services (additional technical assistance)
23. Assignment and sub-contracting
24. Waiver
25. Notices
26. Definition of contract
27. Language
28. Entry into force

No. 60

ISIC 1110 **SITC** 061

Industry Agricultural and livestock production

Subject Sugar cane growing and processing

Type Management

Language English

Clauses

1. Scope of services and duration
2. Termination and third party indemnity
3. Extension of contract
4. Scope of services (management)
5. Scope of services (including provision of staff and training)
6. Obligations of supplier (functions requiring consent of purchaser)

7.01-.05 Obligations of purchaser
.06-.07 Obligations of supplier
8.01-.02 Price and payment
.03 Price revision and termination

9. Expenses
10. Sub-contracting
11. Assignment
12. Secrecy
13. Force majeure
14. Default and termination
15. Settlement of disputes
16. Notices
17. Applicable law, duties and taxes

No. 61

ISIC 3115 **SITC** 423

Industry Manufacture of vegetable and animal oils and fats

Subject Cotton seed oil

Type Turn-key (new company to take over and expand works)

Language French and English (Annex 5 not available in English)

Clauses

	Recitals
1.	Substantive transaction (forming new company and services to be supplied by supplier)
2.	Formation of new company (including arrangements between supplier as subscriber to new company and Government)
3.01	Scope of services (modernization and extension of works)
.02	Supply of goods by supplier
4.	Scope of services (technical assistance including provision of staff and management), expenses and payment
5.	(Not available)
6.01	Scope of services (technical assistance and know-how)
.02	Procurement services
7.	(Not available)
8.	Guarantee
9.01	Price and payment
.02	Tests, provisional and final acceptance
.03	Price
10.	Payment
11.	Documents to be supplied by supplier
12.	Force majeure
13.	Applicable law and settlement of disputes
14.01	Assignment and sub-contracting
.02	Invalidity of clause
.03	Waiver
.04	Definition of contract
.05	Notices

No. 62

ISIC 3833 SITC 775

Industry Manufacture of electrical appliances and housewares

Subject Heating elements

Type Licensing (trademark and patented processes) and technical assistance

Language English

Clauses
Recitals
1. Definitions
2.01 Rights granted (manufacture and sell)
.02 Grant of licence (future patents)
.03 Rights of parties
3.01 Supply of know-how
.02 Scope of services (training) and expenses
.03 Scope of services (including provision of staff)
.04 Guarantee
4. Option for licensor to subscribe in licensee
5. Price and payment
6. Licensor to purchase products manufactured by licensee (buy-back)
7.01 Sub-licences
.02 Sub-contracting
8. Secrecy
9. Quality control
10.01 Grant of licence (trademark)
.02 Markings to be used
.03 Warranty (trademark)
11. Improvements
12. Duration
13. Price and payment
14. Duties, taxes and registration of contract (Government approval)
15. Notices
16. Applicable law
17. Definition of contract

No. 63

ISIC ☐ **SITC** ☐

Industry Not specified

Subject Food products

Type Licensing (trademark)

Language English

Clauses

Recitals
1. Grant of licence (trademark)
2. Quality control
3. Rights of licensor (inspection)
4. Third party claims
5. Protection of licensor's ownership of trademark
6. Price and payment
7. Duration, default and termination
8. Termination
9. Applicable law and settlement of disputes

No. 64

ISIC 3115 **SITC** 423,424

Industry	Manufacture of vegetable and animal oils and fats
Subject	Seed oil
Type	Licensing (trademark and unpatented processes) and technical assistance
Language	English

Clauses

	Recitals
1.	Definitions
2.01	Rights granted (manufacture and sell) and grant of licence (trademark)
.02	Sub-licences and sub-contracting
3.01-.02	Obligations of licensee (marketing)
.03-.04	Quality control and rights of licensor (inspection)
.05	Limitation of licensee's trade in similar products
4.01	Supply of know-how
.02	Scope of services (technical assistance including provision of staff)
.03	Documents to be supplied by licensor
.04	Scope of services (future supply of know-how and technical assistance)
5.01	Markings to be used
.02	Obligations of licensee
.03	Warranty (trademark)
6.01-.02	Secrecy
.03	Termination
7.01	Price, duties and taxes
.02-.03	Documents to be supplied by licensee
.04-.05	Payment
8.	Default and termination
9.	Duration
10.	Notices

11.01 Waiver
.02 Rights of parties
.03 Amendment of contract
.04 Invalidity of clause
.05 Assignment
.06 Definition and amendment of contract
.07 Definitions
.08 Definition of contract
.09 Applicable law
.10 Termination
.11 Settlement of disputes
.12 Registration of contract
.13 Language

No. 65

ISIC 3115 **SITC** 411,423

Industry Manufacture of vegetable and animal oils and fats

Subject Oils and fats

Type Licensing (trademark) and technical assistance

Language English

Clauses

	Recitals
1.	Revocation of previous contract
2.	Definitions
3.01	Scope of services (technical assistance including provision of staff)
.02-.04	Documents and information to be supplied by licensor
.05	Supply of services (provision of staff)
.06-.07	Supply of services (training)
.08-.09	Obligations of parties (staff)
4.	Scope of services (supply of future services and future grant of licence)
5.01	Grant of licence (trademark)
.02	Protection of licensor's ownership of trademark
.03	Third party claims
.04	Obligations of licensee (provide samples)
6.	Territory
7.01-.02	Quality control
.03	Rights of licensor (inspection)
.04	Obligations of licensor (test samples)
8.01-.04	Price and payment
.05	Duties and taxes
.06-.07	Documents to be supplied by licensee and rights of licensor (inspection)
9.	Option to purchase trademark
10.01	Guarantee
.02	Third party indemnity
11.	Secrecy
12.	Scope of rights granted and obligations of licensee
13.	Assignment and sub-licence

14.	Force majeure
15.	Settlement of disputes
16.	Applicable law
17.	Waiver
18.	Notices
19.01	Entry into force and duration
.02-.03	Default and termination
20.	Definition of contract
21.	Invalidity of clause
22.	Definition and amendment of contract

No. 66

ISIC 3112 SITC 022,023

Industry	Manufacture of dairy products
Subject	Dairy and food products
Type	Management
Language	English

Clauses

Recitals
1. Duration
2. Substantive transaction
3. Scope of services (management including provision of staff and procurement services)
4. Rights of supplier (functions requiring consent of purchaser)
5. Rights of supplier (functions requiring consent of purchaser)
6. Obligations of supplier (act in accordance with purchaser's policies)
7. Documents to be supplied by supplier
8. Expenses
9. Secrecy
10. Secrecy
11. Rights of purchaser (supply of goods)
12. Price and payment
13. Default and termination
14. Default and termination
15. Amendment of contract
16. Force majeure
17. Rights of parties
18. Settlement of disputes
19. Applicable law
20. Termination
21. Notices

No. 67

ISIC

SITC

Industry Not specified

Subject Not specified

Type Technical assistance

Language English

Clauses

Recitals
1.01 Substantive transaction
.02 Scope of services (technical assistance including training and provision of staff)
2. Place of performance of services
3. Obligations of purchaser (provision of staff)
4. Obligations of supplier (advise)
5. Documents to be supplied by supplier
6. Price and expenses
7. Duties and taxes
8. Obligations of purchaser
9. Secrecy
10. Third party indemnity
11. Force majeure
12.01 Duration
.02 Default and termination
13. Entry into force
14. Settlement of disputes
15. Successors bound by contract
16. Applicable law

No. 68

ISIC 3119 **SITC** 072,073

Industry Manufacture of cocoa, chocolate and sugar confectionery

Subject Cocoa and chocolate

Type Joint venture

Language English

Clauses

Recitals

1. Substantive transaction (agreement to form joint venture company)
2. Capital of company
3. Share subscription
4. Production facilities of company
5. Production facilities of company (to be an extension of joint venture member M's activities)
6. Production facilities of company (conditions required for construction including market conditions)
7. Obligations of joint venture members
8. Scope of services to be supplied by joint venture member S (technical assistance and know-how)
9. Scope of services to be supplied by S (technical assistance including training and provision of staff)
10. Price
11. Payment
12. Consequences of failure to form
13. Timetable (for decision whether to form company) and consequences of failure to form

No. 69

ISIC 3824 **SITC** 725

Industry Manufacture of special industrial machinery and equipment except metal- and wood-working machinery

Subject Packing materials

Type Joint venture

Language English

Clauses

Recitals
1. Definition of contract
2.01 Formation of new company and capital of company
.02 Object of joint venture company
.03 Articles of association of company
.04 Capital of company and share subscription
.05 Management of company (board of directors)
3. Transfer of shares and right of first refusal to purchase shares
4. Expenses of formation
5. Invalidity of clause
6. Applicable law and settlement of disputes
7. Notices
8. Force majeure
9. Definition of contract
10. Entry into force (Government approval)

No. 70

ISIC 3116 **SITC** 047

Industry	Grain mill products
Subject	Maize milling
Type	Joint venture
Language	English

Clauses

Recitals
1. Entry into force (conditions)
2. Management of company (board of directors)
3.01 Share subscription
.02 Obligations of company (enter licensing and technical assistance contract with joint venture member S)
.03 Obligations of members and company (enter guarantee)
4. Increase in capital of company
5.01 Limitation of S's trade in similar products
.02 Secrecy
6. Share subscription
7.01 Expenses of formation
.02 Payment (by company to joint venture member I)
8. Accounting practices of company
9. Successors bound by contract
10. Transfer of shares
11. Notices
12. Assignment
13. Settlement of disputes
14. Applicable law

No. 71

ISIC 6100 **SITC** 665

Industry Wholesale trade

Subject Bottling equipment

Type Sale of goods and services

Language English

Clauses

	Recitals
1.	Scope of services (including supply of goods)
2.	Definition of contract
3.01-.02	Price
.03	Insurance
.04-.06	Payment and documents to be supplied by supplier
4.01-.02	Delivery
.03	Packing
.04	Documents to be supplied by supplier
5.01-.03	Scope of services (including erection and commissioning of equipment)
.04-.05	Final acceptance
.06	Guarantee (percentage tolerance in performance)
.07	Documents to be supplied by supplier
6.	Scope of services (training)
7.01	Delay in completion (including liquidated damages)
.02-.03	Liability of supplier for performance (including liquidated damages)
8.	Force majeure
9.	Tests
10.01-.06	Warranty and guarantee (including availablity of spare parts)
.07	Third party indemnity
11.	Performance bond
12.01	Payment
.02-.08	Obligations of purchaser
13.	Duties and taxes
14.	Settlement of disputes and applicable law
15.	Entry into force
16.01	Amendment of contract
.02	Language
.03	Definition of contract
.04	Language
.05	Delivery

No. 72 **ISIC** 3133 **SITC** 112

Industry Malt liquors and malt

Subject Brewery

Type Sale of goods and services

Language English

Clauses

	Recitals
1.	Scope of services (including supply of goods)
2.	Definition of contract
3.01-.03	Price
.04	Insurance
.05	Payment and performance bond
.06	Payment
.07	Duties and taxes
4.01-.02	Delivery
.03	Packing
.04	Documents to be supplied by supplier
5.01-.02	Scope of services (including erection of equipment)
.03-.04	Delay in performance
.05	Obligations of parties (site diary)
.06-.08	Final acceptance
.09	Guarantee (percentage tolerance in performance)
.10	Documents to be supplied by supplier
6.	Scope of services (training)
7.01	Delay in completion (including liquidated damages)
.02	Liability of supplier for performance (including liquidated damages)
8.	Force majeure
9.	Tests
10.01-07	Warranty and guarantee (including availability of spare parts)
.08	Third party indemnity
11.	Performance bond
12.	Duties and taxes
13.	Settlement of disputes and applicable law
14.	Entry into force
15.01	Price revision
.02	Amendment of contract
.03	Language
.04	Definition of contract
.05	Language
.06	Delivery

No. 73

ISIC 3523 SITC 553

Industry Manufacture of soap and cleaning preparations, perfumes, cosmetics and other toilet preparations

Subject Cosmetics and pharmaceuticals

Type Licensing (trademarks and patented processes) and technical assistance

Language English

Clauses
Recitals
1. Entry into force
2. Revocation of previous contract
3. Rights granted (manufacture and sell), grant of licence (trademarks and patents) and sub-licences
4. Price and payment (supply of products)
5. Price and payment (supply of raw materials)
6. Scope of services (technical assistance)
7.01 Scope of services (technical assistance including provision of staff)
.02 Scope of services (management)
.03 Scope of services (training)
.04 Obligations of licensee (including provision of samples)
.05 Obligations of licensor
.06 Third party indemnity
8. Price, expenses, payment, documents to be supplied by licensee and secrecy
9. Limitation of licensee's trade
10. Obligations of licensor
11. Territory
12. Quality control and rights of licensor (inspection)
13. Markings to be used
14. Termination
15. Default and termination
16. Duration
17. Notices
18. Termination
19. Termination
20. Obligations of parties (register trademark)
21. Obligations of licensee
22. Markings to be used (discontinuance of use)
23. Waiver
24. Force majeure
25. Invalidity of clause
26. Applicable law
27. Termination

No. 74

ISIC 3133 **SITC** 048

Industry Malt liquors and malt

Subject Malt

Type Sale of goods and services and technical assistance

Language English

Clauses

	Recitals
1.	Definitions
2.01-.02	Supply of equipment (and technical assistance)
.03	Supplier deemed fully cognisant of requirements of purchaser and of local conditions
3.	Scope of services (supply of additional equipment)
4.	Sub-contracting
5.01	Documents to be supplied by supplier
.02	Scope of services (erection of equipment)
.03	Liability of supplier
6.	Documents to be supplied by supplier
7.01-.02	Price and payment
.03	Documents to be supplied by supplier
8.	Performance bond
9.01-.06	Inspection and tests
.07	Liability of supplier
10.01	Delivery
.02	Packing
.03	Documents to be supplied by supplier
.04	Rights of supplier
11.	Insurance
12.	Obligations of parties (delivery)
13.01-.04	Scope of services (erection of equipment)
.05	Obligations of parties (site diary)
.06	Completion of erection
.07-.09	Tests (including for performance guarantee)
.10	Obligations of purchaser (supply raw materials and certain services)
.11-.13	Provisional acceptance
14.	Appointment of representatives

15.	Expenses
16.01-.03	Delay in completion (including liquidated damages)
.04	Liability for performance (including liquidated damages)
.05	Limitation of damages
17.	Scope of services (technical assistance and training)
18.	Duties and taxes
19.01-.03	Guarantee, performance quarantee and warranty
.04	Obligations of supplier
.05	Guarantee period
.06-.09	Obligations of parties
.10	Purchaser to carry out repairs
.11	Final acceptance
20.	Liability of guarantor
21.	Third party indemnity
22.	Force majeure
23.	Settlement of disputes
24.	Notices
25.	Language
26.	Entry into force
27.01-.02	Amendment and definition of contract
.03	Rights of parties

No. 75

ISIC 3115 SITC 424

Industry Manufacture of animal and vegetable oils and fats

Subject Palm oil

Type Joint venture

Language English

Clauses

	Recitals
1.	Revocation of previous contract
2.01	Joint venture members to remain shareholders in company
.02	Object of company (process, manufacture and sell)
3.01-.02	Share subscription
.03-.04	Capital of company
.05	Share subscription
.06-.07	Company becoming public
.08	Reduction in shareholding
4.01-.06	Transfer of shares and right of first refusal to purchase shares
.07	Transfer of shares
5.	Management of company (board of directors)
6.	Additional funds for bcompany
7.	Obligations of company (enter management and training contract with members)
8.	Staff to be employed
9.	Obligations of company (enter licensing and technical assistance contract with joint venture member 5)
10.	Supply of goods
11.	Obligations of company (enter marketing contract with joint venture member 52)
12.	Limitation of members' trade in similar products
13.	Force majeure
14.	Settlement of disputes
15.	Applicable law
16.	Assignment
17.	Waiver
18.	Notices
19.	Entry into force and duration
20.	Definition and amendment of contract
21.	Memorandum and articles of association of company

No. 76

ISIC 3115 SITC 424

Industry Manufacture of vegetable and animal oils and fats

Subject Palm oil

Type Management

Language English

Clauses

	Recitals
1.	Revocation of previous contract
2.	Substantive transaction
3.01	Scope of services (provision of staff)
.02	Rights of supplier (staff)
.03	Obligations of supplier (staff training)
.04	Warranty
.05	Obligations of purchaser
4.	Obligations of supplier 2 (provision of staff)
5.01	Obligations of supplier (provision of staff)
.02	Warranty
.03	Obligations of purchaser (Government approval)
6.01-.04	Obligations of supplier (staff)
.05	Duties and taxes
.06	Expenses
7.	Expenses
8.	Scope of services (training)
9.	Force majeure
10.	Settlement of disputes
11.	Applicable law
12.	Waiver
13.	Notice
14.	Entry into force and duration
15.	Definition and amendment of contract

No. 78

ISIC 3511 **SITC** 512

Industry Manufacture of basic industrial chemicals except fertilizers

Subject Industrial alcohol and brewers' yeast

Type Management

Language English

Clauses

Recitals
1. Scope of services (management)
2. Warranty
3. Rights of supplier
4. Obligations of supplier (including procurement services and training)
5. Rights of supplier
6. Obligations of supplier (provision of staff)
7. Price
8. Obligations of purchaser (payment)
9. Assignment
10. Default and termination
11. Force majeure
12. Default and termination
13. Settlement of disputes
14. Notices
15. Applicable law
16. Duties and taxes

No. 77

ISIC 1110 SITC 025

Industry	Agricultural and livestock production
Subject	Poultry farming
Type	Technical assistance
Language	English

Clauses

	Recitals
1.01-.02	Scope of services (technical assistance including management)
.03	Scope of rights granted
2.	Timetable for performance
3.01-.03	Scope of services (provision of staff)
.04	Expenses
.05	Obligations of purchaser
4.	Price
5.01	Scope of services (technical assistance including training)
.02	Expenses
6.	Language
7.	Amendment of contract
8.	Applicable law and settlement of disputes
9.	Duration

No. 79

ISIC 1110 **SITC** 061

Industry Agricultural and livestock production

Subject Sugar cane growing and processing

Type Management and technical assistance (with Government as purchaser/guarantor)

Language English

Clauses

Recitals
1. Definitions
2. Substantive transaction
3. Scope of services (technical assistance including provision of staff and training)
4. Scope of services (technical assistance including provision of staff and training)
5. Obligations of supplier (including documents to be supplied by supplier, insurance and secrecy)
6. Duration
7. Obligations of purchasers and expenses
8.01 Timetable for performance
.02 Entry into force
9.01-.02 Price
.03 Payment
10. Duties and taxes
11. Liability of guarantor
12. Force majeure
13. Applicable law
14. Settlement of disputes
15. Amendment of contract
16. Notices
17. Extension of contract

No. 80

ISIC 3111 **SITC** 012

Industry Slaughtering, preparing and preserving meat

Subject Meat products

Type Licensing (trademark and unpatented processes) and amending contracts

Language English

Clauses

	Recitals
1.	Grant of licence (trademark), rights granted (manufacture and sell) and scope of services
2.	Improvements
3.	Markings to be used
4.	Documents to be supplied by licensor (marketing)
5.	Secrecy
6.	Scope of services (technical assistance including provision of staff and training) and expenses
7.01-.02	Price and payment
.03	Price (minimum)
.04	Payment
8.	Obligations of licensee (provide samples) and rights of licensor (inspection)
9.	Obligations of licensor (marketing)
10.	Duration and termination
11.	Entry into force
12.	Termination
13.	Default and termination
14.	Termination
15.	Protection of licensor's ownership of trademark and sub-licences
16.	Third party claims
17.	Assignment
18.	Notices
19.	Applicable law
20.	Definition of contract

No. 81

ISIC 3115 SITC 411,423

Industry Manufacture of vegetable and animal oils and fats

Subject Vegetable and animal oils and fats

Type Joint venture

Language English

Clauses

	Recitals
1.01	Formation of company
.02	Capital of company
.03-.04	Memorandum and articles of association of company
2.	Share subscription
3.	Transfer of shares and right of first refusal to purchase shares
4.	Management of company (board of directors)
5.	Obligations of company (enter technical assistance contract with joint venture member S and distributorship contract with joint venture member S2)
6.	Object of company (including manufacture of vegetable and animal oils and fats)
7.	Settlement of disputes
8.	Expenses of formation
9.	Amendment of contract

No. 82

ISIC 3115 **SITC** 424

Industry Manufacture of vegetable and animal oils and fats

Subject Palm oil

Type Technical assistance

Language English

Clauses

1. Substantive transaction
2. Scope of services (technical assistance including management, marketing and training)
3. Obligations of purchaser
4. Price, expenses and payment
5. Extension of contract
6. Termination
7. Settlement of disputes

No. 83

ISIC 3112 **SITC** 022,058

Industry Manufacture of dairy products

Subject Dairy products and fruit juices

Type Licensing (trademark)

Language English

Clauses

Recitals
1. Grant of licence (trademark)
2. Obligations of licensee (including markings to be used and quality control)
3. Protection of licensor's ownership of trademark and third party claims
4.01 Price
.02 Payment and rights of licensor (inspection)
.03 Payment (including interest)
5.01 Entry into force and duration
.02 Default and termination
.03 Entry into force
.04 Termination
6. Settlement of disputes
7. Language
8. Applicable law

No. 84

ISIC 3112 SITC 022,058

Industry Manufacture of dairy products

Subject Dairy products and fruit juices

Type Licensing (unpatented processes) and technical assistance

Language English

Clauses

	Recitals
1.01-.03	Scope of services (supply of know-how)
.04	Procurement services
.05-.07	Scope of services (technical assistance including provision of staff and training)
.08	Scope of services (marketing)
.09	Scope of services (technical assistance including provision of staff and training)
3.01	Price
.02-.03	Expenses
.04	Price
.05	Payment (including interest)
4.	Scope of services (future studies) and price
5.01	Warranty and limitation of supplier's liability
.02	Warranty and quality control
6.	Secrecy
7.	Limitation of purchaser's trade in similar products
8.01	Entry into force and duration
.02	Default and termination
.03	Entry into force
.04	Termination
9.	Settlement of disputes
10.01	Language
.02	Notices
11.	Applicable law

No. 85

ISIC 3839 **SITC** 778

Industry Manufacture of electrical apparatus and supplies not elsewhere classified

Subject Dry batteries

Type Sale of goods and services

Language English

Clauses

	Recitals
1.	Definitions
2.01	Substantive transaction (supply of goods and engineering)
.02	Documents to be supplied by supplier
.03	Scope of services (supply of goods)
.04	Variations
.05	Obligations of purchaser (supply certain services)
.06	Scope of services (supply of tools)
3.	Price
4.	Payment and price
5.	Delivery
6.	Tests
7.	Obligations of purchaser (customs, duties and taxes)
8.	Duties and taxes
9.01-.02	Guarantee
.03-.05	Performance guarantee
.06	Guarantee period
10.	Force majeure
11.	Applicable law
12.	Settlement of disputes
13.01-.02	Definition and amendment of contract
.03	Notices
14.01-.03	Entry into force
.04	Termination
.05	Execution

No. 86

ISIC 3839 **SITC** 778

Industry	Manufacture of electrical apparatus and supplies not elsewhere classified
Subject	Dry batteries
Type	Technical assistance and management
Language	English

Clauses

	Recitals
1.	Definitions
2.	Substantive transaction
3.	Warranty
4.01-.03	Scope of services (technical assistance and supply of know-how) and price
.04-.05	Scope of services (technical assistance including provision of staff)
.06	Scope of services (training)
.07-.08	Scope of services (technical assistance)
.09	Secrecy
.10	Obligations of supplier (improvements)
.11-.12	Obligations of supplier
5.	Obligations of purchaser
6.01	Price
.02	Expenses
.03	Notices
.04	Limitation of supplier's liability (technical disagreements)
7.	Settlement of disputes
8.	Amendment of contract
9.	Duration

No. 87

ISIC 1110 **SITC** 061

Industry Agricultural and livestock production

Subject Sugar cane growing and processing

Type Management

Language English

Clauses

Recitals
1. Substantive transaction and duration
2. Warranty
3. Scope of services (management including provision of staff and training)
4. Scope of services (provision of staff)
5. Obligations of supplier
6. Obligations of purchaser
7. Rights of supplier
8. Price and payment
9. Expenses
10. Rights of supplier and limitation of supplier's liability
11. Assignment
12. Secrecy
13. Default and termination
14. Force majeure
15. Default and termination
16. Settlement of disputes
17. Notices
18. Extension of contract
19. Applicable law
20. Duties and taxes

No. 88

ISIC 3112 SITC 022

Industry Manufacture of dairy products

Subject Dairy products

Type Licensing (trademarks and unpatented processes)

Language English

Clauses
Recitals
1. Grant of license (trademarks)
2. Scope of licence
3. Obligations of licensee (quality control)
4. Rights of licensor (inspection)
5. Obligations of licensee (provide samples)
6. Markings to be used
7. Limitation on licensee's use of similar trademarks
8. Obligations of licensee (use trademarks)
9. Obligations of licensor (trademarks)
10. Protection of licensor's ownership of trademarks
11. Third party claims
12. Limitation of licensee's trade
13. Territory
14. Extension of contract
15. Rights granted (manufacture)
16. Improvements
17. Improvements
18. Obligations of licensee (quality control)
19. Rights of licensor (inspection) and obligations of licensee (provide samples)
20. Obligations of licensee
21. Secrecy
22. Price
23. Payment
24. Payment (interest)
25. Duties and taxes
26. Documents to be supplied by licensee
27. Duration
28. Default and termination
29. Default and termination
30. Termination
31. Termination
32. Notices
33. Applicable law
34. Settlement of disputes
35. Definition of contract